United States Treaties and Other International Agreements

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The Act approved September 23, 1950, Ch. 1001, §2, 64 Stat. 979,1 U.S.C. §112a, provides in part as follows:

"... United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States.

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SUDAN

Agricultural Commodities

Agreement signed at Khartoum December 22, 1979;
Entered into force December 22, 1979.
And amending agreements
Effected by exchange of notes
Signed at Khartoum August 7, 1980;
Entered into force August 7, 1980.
And exchange of notes
Signed at Khartoum February 14, 1981;
Entered into force February 14, 1981.
And exchange of notes
Signed at Khartoum April 29, 1982;
Entered into force April 29, 1982.
And exchange of notes
Signed at Khartoum June 13, 1983;
Entered into force June 13, 1983.
And exchange of notes
Signed at Khartoum August 9, 1984;
Entered into force August 9, 1984.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of the Sudan:

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Democratic Republic of the Sudan (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

[1] 80 Stat. 1526; 7 U.S.C. 1701 *et seq.*

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to

as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such

date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20520, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities

(other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the importing country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

2. a statement by it showing the progress mode toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A.2. and 3. of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country; and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (l) of the Act.

PART II - PARTICULAR PROVISIONS

ITEM I. COMMODITY TABLE:

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
WHEAT AND/OR WHEAT FLOUR 1/ (ON A GRAIN EQUIVALENT BASIS)	1980	105,000	Dols. 20.0

1/ At least 15 percent of the monetary value of each year's program will be taken as wheat flour. [Footnote in the original.]

ITEM II. PAYMENT TERMS:

(Convertible Local Currency Credit CLCC)

(1) Initial Payment -- None.

(2) Currency Use Payment -- None.

(3) Currency Use Offset -- Up to one hundred percent (100) of the value of financing provided under this agreement, to support the Food for Development program identified in Item VII.

(4) Number of Installment Payments -- Thirty-one (31).

(5) Amount of each installment payment -- Approximately equal amounts.

(6) Due Date of First Installment Payment -- Ten (10) years after date of last delivery of commodities in each calendar year.

(7) Initial Interest Rate -- Two percent (2).

(8) Continuing Interest Rate -- Three percent (3).

ITEM III. USUAL MARKETING TABLE:

COMMODITY	IMPORT PERIOD (U.S. FISCAL YEAR)	USUAL MARKETING REQUIREMENT (METRIC TONS)
WHEAT AND/OR WHEAT FLOUR (ON A GRAIN EQUIVALENT BASIS)	1980	134,000

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be U.S. fiscal year 1980 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A (4) of the agreement, the commodities which may not be exported are: for wheat -- wheat flour, rolled wheat, semolina, farina and bulgur (or the same product under a different name).

ITEM V. SELF-HELP MEASURES:

A. In accordance with Part I, Article III (C), paragraph B below describes the program that the GOS is undertaking to improve its production, storage and distribution of agricultural commodities. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small agriculture.

B. The Government of Sudan will undertake the following programs and provide adequate financial, technical and managerial resources for their implementation:

1. Continue to support and implement those agricultural policies within the framework of its Stabilization Program which are designed to increase agricultural production, export earnings, and rural incomes. These measures should include adjustments in export taxes and inland and water taxes, and improved and expanded incentives and support services for agricultural producers.

2. Increase support for activities in applied agricultural research which will directly benefit both traditional and modern producers through increased production yields and other means. As part of this effort, the GOS will:

   a. Increase funding for the Agricultural Research Corporation to assist its research activities directed towards improving production, marketing, and storage of food grains.

   b. Provide funding for the Yambio Agricultural Research Station to construct and operate its new adaptive research and training station.

3. Expand and improve services and incentives for livestock herders and small farmers to assist in their efforts to increase productivity in food crop and livestock production. As part of this effort, the GOS will:

   a. Expand and upgrade its local extension activities.

   b. Improve its credit facilities for small producers.

   c. Provide funds for the Ministry of Agriculture's Livestock and Meat Marketing Corporation to construct feed, water and veterinary stations and to implement disease control programs for the benefit of traditional livestock herders.

   d. Assist the Ministry of Agriculture in its efforts to improve its livestock and crop production programs in the six Southern Provinces.

   e. Provide funds to the Rural Water Corporation (RWC) to construct aquifers, water stations, and hand wells and to undertake ground water research.

   f. Provide funds to the Rural Water Development Department of the Southern Regional Ministry to construct and rehabilitate haffirs, wells, and pump maintenance workshops.

4. Support research and implement programs to reduce desertification and soil erosion and to restore previously degraded areas. As part of this effort, the GOS will provide funding for the projects detailed in the Desert Encroachment Control and Rehabilitation Program.

5. Implement measures to upgrade the ability of the national and provincial government agencies in Sudan to develop, implement and evaluate development projects throughout the country. As part of this effort, the GOS will:

   a. Provide funds to the Decentralized Rural Planning Program for both capital and operating expenditures.

   b. Contribute program support funds to the Provincial Development Fund to be used to finance eligible projects at the local level which will be self-help in nature and designed to increase agricultural production, improve health education and social services, conserve limited natural resources, and improve credit availability for small-scale farmers.

   c. Expand training programs and opportunities for mid-level management and technical personnel throughout those government agencies responsible for development planning and programs.

6. Expand and improve social services provided by the Ministry of Health (MOH) and other related agencies to the rural poor population of Sudan. Among the activities and programs to be undertaken should be construction of primary health care warehouses for drugs and medical supplies, construction of primary health care units and dispensaries, construction of safe water wells, and the administration of training programs for Ministry of Health personnel.

7. In cooperation with appropriate national/international organizations and the Government of the United States of America, namely the United States Department of Agriculture/United States Agency for International Development, conduct an official review of the current supply, distribution and trade data in the agricultural sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for Public Law 480-type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposed for PL 480 programming.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the Food for

Development program identified in Annex B, Item III, or to the extent that the self-help measures set forth in Item V and for the following development sectors: agriculture and rural development.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the levels of the poorest of the recipient country's people and their capacity to participate in the development of their country.

ITEM VII. FOOD FOR DEVELOPMENT PROGRAM TO WHICH CURRENCY USE OFFSET APPLIES:

Annexes A and B set forth the understandings of the parties concerning the Food for Development program to be undertaken by the GOS with the proceeds from the sale of agricultural commodities financed by this agreement; in the event of any inconsistencies between the provisions of Parts I, II and III of this agreement and Annexes A and B, such annexes shall be controlling.

Annexes A and B are incorporated in the agreement. Annex A is intended to be applicable to the Food for Development program for the Sudan. Annex B describes the specific Food for Development program of the GOS.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Khartoum, in duplicate, this 22nd day of December, 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Donald C. Bergus

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

[1]

[1] Faruq Ibrahim al-Maqbul.

ANNEX A

PL 480 TITLE I AGREEMENT PROVIDING FOR A TITLE III FOOD FOR DEVELOPMENT PROGRAM

The Government of the United States of America (USG), the exporting country, and the Government of the Democratic Republic of the Sudan (GOS), the importing country:

Recognizing the policy of the USG to use its agricultural productivity in a manner which will establish a strong relationship between food assistance and efforts by the GOS to increase the availability of food for the poor, and to improve in other ways the quality of their lives; and

Having agreed upon a proposal for the intended use of commodities or funds generated from the sale of such commodities to increase the access of the poor in Sudan to a growing and improving food supply through activities designed to improve the production, protection and utilization of food, and to increase the well-being of the poor in the rural sector of Sudan; and

Desiring to set forth the understanding that will govern the sale of agricultural commodities in Sudan in order to carry out the above-mentioned proposal pursuant to the authority of the Agricultural Trade Development and Assistance Act of 1954, as amended (hereinafter referred to as the Act), and the measures the two governments will undertake to further the above-mentioned policies;

Agree as follows:

Item I. Responsibilities of the USG:

A. Subject to the availability of funds and commodities, the USG agrees to furnish credit under authority of Title I of the Act to the GOS for the purchase of agricultural commodities and to carry out the provisions of the Food for Development Program as set forth in Annex B of this agreement.

B. On receipt of satisfactory evidence of disbursements from the special account for eligible uses by the GOS described below for the activities and/or programs described in Annex B, the USG will apply such disbursements against the Title I payment obligation incurred under this agreement as set forth in Items II and III below.

Item II. Responsibilities of the GOS:

A. The GOS agrees to carry out the program detailed in Annex B. In carrying out such program, the GOS agrees that it will:

1. Use the proceeds generated from the sale of agricultural commodities financed under this agreement to finance the development activities specified in Annex B.

2. Submit on or before November 1 of each year during the period of this agreement a comprehensive report to the USG on the activities and progress achieved under the Food for Development Program, for the United States fiscal year ending September 30 including, but not limited to, a comparison of results with program targets, a specific accounting for commodities and funds generated, their uses, the outstanding balances at the end of the most recent fiscal year, and any recommendations of the GOS for modification and improvement of the Food for Development Program.

3. Maintain adequate records for not less than three years after completion of the program to permit review and audit by the USG of measures taken to implement the Food for Development Program.

B. The Government of Sudan agrees to establish a special account in which it will deposit the proceeds and to maintain this account subject to the following conditions

1. The local currency equivalent of each dollar disbursement by CCC will be deposited not later than six calendar months after the date of disbursement by CCC, using the exchange rate specified in Part I, Article III G, as of the date of disbursement by CCC.

2. Local currency deposited will be disbursed for the program set forth in Annex B of this agreement.

Item III. Credit for Title I Loan Indebtedness:

The USG and the GOS agree that:

A. The dollar equivalent of local currency disbursed for eligible uses identified in Annex B shall be calculated at the exchange rate specified in Part I, Article III G of the agreement, applicable on the date of disbursement from the special account. Disbursements of funds from the special account for

purposes specified in Annex B and in accordance with the provisions of this agreement, in an amount equivalent to the dollar value of the credit furnished by the Government of the exporting country under this agreement, shall be deemed to be payment of all installments of principal and interest payable thereon for the commodities financed under this agreement except as hereinafter provided with respect to the election by the Government of the importing country to apply excess disbursements to repayment of obligations under other PL 480 financing agreements. The dollar equivalent value of local currency disbursements in excess of the amount of the annual repayment obligations of the Government of the importing country in any fiscal year may, at the election of such country, be credited as payment of its annual repayment obligations for that fiscal year under other PL 480 financing agreements at the rate of exchange applicable on date of disbursement. The Government of the importing country agrees to notify the Government of the exporting country of its election to credit excess disbursements against designated obligations under other PL 480 financing agreements not less than 30 days prior to the due date(s) of the payment(s) against which the equivalent dollar value of the excess disbursement is to be applied, for purposes of the aforementioned repayment provisions the "fiscal year" shall begin on October 1 and end on September 30 for the term of this agreement.

B. For the period during which disbursements are made in accordance with Paragraph A above, the GOSwill furnish the USG a quarterly report of the deposits and disbursements made, certified by the appropriate audit authority of the GOS and a description of the activities for which the disbursements were made.

C. Not less than 60 days before the first Title I loan installment becomes due under the terms of Part II, Item II of this agreement, the Government of the exporting country will furnish a repayment schedule, a schedule of amounts disbursed from the special account showing applications to Title I payment obligations will also be furnished. Revised currency use offset schedules showing additional disbursements and applications will be furnished as appropriate.

D. The Government of the exporting country reserves the right to review use of disbursements and to determine eligibility for application against Title I payment obligations under this Agreement. If the Government of the exporting country determines that a disbursement was made for an ineligible use, notice of such ineligibility shall be given by the Government of the exporting country to the Government of the importing country, and the two Governments shall, upon the request of either, consult regarding such ineligibility. If the notice of ineligibility is not rescinded by the Government of the exporting country within 90 days of receipt of such notice by the Government of the importing country, disbursements for ineligible uses shall not be eligible for application to any indebtedness, and, at the option of the Government of the exporting country, the equivalent amount shall be restored to the special account. To the extent that any disbursements for ineligible uses were previously applied by the Government

of the exporting country against the Title I payment obligation such application will be cancelled.

E. The Government of the exporting country shall have the right at reasonable times to inspect projects and inspect and audit records, procedures, and methods pertaining to the disbursements made from the special account.

F. If currencies remain in the special account after completion of the program set forth in Annex B, the Government of the importing country shall use the remaining currencies for the self-help measures specified in Item V of Part II of the Agreement and/or for such economic development purposes set forth in Item VI of Part II of the Agreement as the two Governments may agree.

G. Annually at such times as the two Governments may agree, representatives of the parties will meet in a place mutually agreed upon to discuss and review the progress of the Food for Development Program, to consider modification and improvements, and to determine the amounts and kinds of commodities to be financed under this agreement during that year of the Food for Development Program.

Item IV. Implementation of the Food for Development Program :

A. The Food for Development Program, which is further described in Annex B, will consist of activities of the Government of the importing country designed to meet the country's foodgrain requirements, to redirect food production and pricing policies within the context of the Government's national food security strategy, and to mobilize local currency resources for uninterrupted development of the Sudanese traditional sector. Annex B amplifies the above description of the Food for Development Program.

B. From time to time, the parties may use jointly agreed-upon implementation letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement. Implementation letters will not be used to amend the text of this Agreement but can be used to record revisions or exceptions which are permitted by the Agreement.

C. For the purpose of negotiating and executing implementation letters, the Government of the importing country will be represented by the individual holding or acting in the Office of the Minister of Cooperation, Commerce and Supply and the exporting country will be represented by the individual holding or acting in the office of the U.S. Ambassador, each of whom, by written notice may designate additional representatives. Each party will provide the other party with

the names of its representatives and their specimen signatures, and may accept, as duly authorized, any implementation letters signed by any one of such representatives of the other party prior to receipt of written notice of revocation of their authority.

D. That during the period of execution of the Food for Development Program the GOS will assure that public sector expenditure, apart from those made available under the Food for Development Program, for those GOS agencies involved will not decrease in real terms, i.e., adjusted for inflation.

Item V. Suspension of the Agreement :

The Government of the exporting country shall annually review the performance and implementation of this Agreement by the Government of the importing country. If the Government of the exporting country finds that the provisions of this Agreement are not being substantially met, no further financing under this Agreement shall be extended until the end of the following United States fiscal year or until the situation is remedied, whichever occurs first, unless the failure to meet the provisions is due to unusual circumstances beyond the control of the Government of the importing country.

Item VI. Program Description :

The PL 480 Title III, Food for Development Program calls for :

A. A five-year program with an approximate value of U.S. $100,000,000 in Sudanese pounds to carry out the program described in Annex A, IV above and as further delineated in Annex B.

During the first year, the GOS will concentrate on Title III activities described in Annex B of this Agreement. Based on experience earned and comparative evaluation criteria developed during that year, improvement will be made for programming in subsequent years.

ANNEX B

PROGRAM DESCRIPTION

ITEM I: OVERALL GOAL

The goal of this Food for Development Program is to assist the Government of the Democratic Republic of the Sudan (GOS) with its severe economic burden brought on by the stringent Sudan Stabilization Reform Program and to enhance Sudanese commitment to basic human needs by assuring that budget allocations to the needy rural traditional sector are not disproportionally reduced as a result of the Sudan Stabilization Reform Program. This will be achieved by :

A. Reducing the foreign exchange demands placed on Sudan as a result of its efforts to meet increased food needs while efforts are underway to increase local production by providing a long-term U.S. credit of $100 million over the next five years to finance commercial wheat imports.

B. Providing local currency for activities designed to assist the poor in the rural sector through activities in agriculture, transportation, health and rural planning.

C. Supporting the Sudan Stabilization Reform Program, in which the GOS has adapted the basic policies of improving the contribution of agriculture to increase local production, export earnings and rural incomes by adjusting export taxes, land and water taxes, and providing other incentives.

ITEM II: PROGRAM OBJECTIVES

The approval for this five-year Title III program in Sudan is based on the analyses and justification presented in "The Government of the Democratic Republic of Sudan (GOS), Food for Development Program P. L. 480 Title III FY 1979-FY 1983" and supplement dated April 1979.

The Title III program will provide the Sudan with approximately $100 million over a five-year period (FY 1980-1984). Hard currency that otherwise would have to be borrowed to finance commercial wheat imports will be invested in export earning and import substitution projects.

The Government of Sudan agrees that local currencies generated by the sales of Title III wheat will be used to cover local costs of ongoing and

specifically approved new development projects in the rural areas that otherwise would suffer delay or elimination due to the austere development budget recently promulgated as part of the Sudan Stabilization Reform Program.

The following food/agricultural policy measures, which are part of the current GOS Stabilization Reform Program, provide an important framework within which project activities can have their greatest impact:

1. Elimination of the export taxes on cotton.

2. Implementation of land and water charges on the production of wheat, groundnuts, rice and vegetables in the Gezira area.

3. Execution of institutional and organizational changes in the agricultural sector which increases the incentives to individual tenant farmers.

4. Phasing out of sorghum cultivation in the irrigated agricultural areas.

ITEM III: PROGRAM DESCRIPTION

A. Policy Activities:

In addition to continuing the aforementioned agricultural policy reforms noted in Item II, various policy analyses will be completed during the life of the Title III program.

Given the amount of research supported under Title III and the desirability of analyzing in greater detail food production and marketing issues, the following schedule of activities and benchmarks, subject to annual evaluations, will be undertaken during this agreement by the GOS:

Study #1: Compare real costs of growing wheat in Sudan with imported wheat including transportation costs to Khartoum.

Study #2: Examine the impact on wheat and cotton production of rationalizing water and other charges between these crops in the Gezira.

Study #3: Assess the effects from the removal of wheat subsidies on the consumption of wheat and sorghum.

Study #4: Assess effectiveness and any changes needed in the wheat research and production program of the GOS.

Year	ACTIVITIES
1	(a) Establish priorities and scopes of work for policy study requirements with special attention given to the policy areas outlined in above and policy objectives in Item II.
	(b) Initiate at least two studies of the policy areas identified above.
2	(a) Complete policy studies prioritized and not completed in year No. 1.
	(b) Start an overall assessment of GOS food production/marketing goals and policies, with particular emphasis on wheat and sorghum.
3-5	(a) Agricultural policy recommendations will be determined as a result of the analyses and associated conclusions drawn in years 1 and 2.

B. Summary Project Descriptions and Evaluation Benchmarks :

The Government of Sudan agrees that local currencies generated by the sale of Title III wheat will be used to cover local costs of ongoing and specifically agreed upon new development projects that otherwise would suffer delays or diminution due to the austere development budget recently promulgated as part of the GOS Stabilization Reform Program. All of the proposed projects are designed, and two are already under implementation. The projects which will be carried out by line institutions in Sudan over a five-year period (U.S. FY's 1980-84) are as follows:

	Total U.S. $ Millions
1. Railway Rehabilitation	27.500
2. Agricultural Sector Projects	17.331
3. Health Sector Projects	7.429
4. Rural Planning	38.940
5. River Transport Rehabilitation	5.000
6. University of Gezira Outreach Program	0.800
7. Desert Encroachment Control and Rehabilitation	3.000
Total (U.S. $ Rounded)	100.000

U.S. FY 1980 through FY 1984 activities have tentative disbursement and implementation schedules outlined in Tables B:1-7.[1] The Title III program will provide resources for projects outlined in the program proposal. These projects were identified, analyzed and selected by the GOS and USG on the basis of their expected impact on the traditional sector in the West and South.

1. Railway Rehabilitation Project:

FY 1980 Activities:

Sudan Railway Corporation (SRC) will install half of the Babanousa to Wau ground cable (225 kms) necessary for scheduling of trains, commodity deliveries and operating safety. The remainder of the cable will be installed in FY 1981. The SRC will also drill and establish 27 bore hole water stations along its western route in FY 1980 so that maintenance crews and station personnel will have drinking water. The rail wagons that now have to carry water to these distant points will be available for carrying fuel and other necessary goods. The original proposal and supplement dated April 1979, which are integral parts of this agreement, provide detailed description of these projects.

The cost budgeted for laying the ground cable in FY 1980 is $2.4 million. The whole station watering budget ($2.8 million) would be disbursed in forward purchasing of local materials for the stations and fuel. The sleepers (wood ties) and other local materials required for the Aradeiba/Abu Zabad Rehabilitation Works ($2.5 million) and Western Sudan Stations and Quarters Construction ($2.2 million) would be ordered in FY 1980.

Depending on progress made in FY 1980 and FY 1981, activities for FY 1982 through FY 1984 will be based on the tentative implementation plan presented in Table B: 3.

[1] Not printed. Available from the Office of Treaty Affairs, Department of State.

2. Agricultural Sector Support Projects:

The Ministry of Agriculture, Food and Natural Resources will begin implementation of a program in FY 1980/81: (a) conduct area frame sampling in the four western provinces;and (b) increase the productivity and overall capability of the Agricultural Economics and Livestock Departments.

The Rural Water Corporation will construct 20 bore wells and shallow wells along the approved livestock route. It will also construct up to 81 aquifers, bore wells and shallow wells in small farmer agricultural settlements in the four western provinces. The Southern Rural Water Department will carry out a similar effort in the South, with an expected target of 53 water catchments and shallow wells. The total local currency costs of these activities would be approximately $3.81 million.

With respect to adaptive research, the staff of the Agricultural Research Corporation (ARC) will conduct research to improve the production, marketing and storage of small grains such as wheat, sorghum and millet. The research will include investigation of the incentive structure for the supply and demand of grains. The total local currency funding for this activity is expected to be approximately U.S. $800,000 over the five-year period.

A tentative schedule of implementation targets of the Agricultural Sector Support are presented for FY 1981-84 in Table B: 4.

Prior to any disbursements from the Special Account for the above agricultural activities, the GOS will submit,in terms and substance satisfactory to the USAID, evidence that any required foreign exchange and technical experts are available.

3. Health Sector Support:

The Ministry of Health in the North will contract in FY 1981 for the construction of four medical supply warehouses, 94 bore wells and 200 water station protection works. This will represent disbursements from the Special Account totaling $500,000 in FY 1981. The Southern Ministry of Health will also contract for the construction of 31 primary health care units, 60 shallow wells and 200 water station protection works at an approximate total local currency cost of $527,000.

A tentative schedule of implementation targets for FY 1981-84 is presented in Table B: 5. Revisions will be made to reflect previous year's progress and evaluation.

Prior to any disbursements from the Special Accounts for the above health activities, the GOS will submit, in terms and substance satisfactory to the USAID, evidence that any required foreign exchange and technical expertise are available.

4. Rural Planning :

a. In FY 1980 both the Ministries of National Planning and the Southern Regional Ministry of Planning will contract with their respective Ministries of Public Works or through private contractors for the construction of provincial planning offices -- six in the North and 6 in the South. The local currency cost of constructing these facilities from locally available materials is $2.16 million. Approximately $300,000 will be disbursed also for planning support and in-country training. An additional $1.0 million will be allocated to the Southern Regional Development Fund to meet the needs of provincial grassroot development projects in the traditional sector

This project is presented in detail in the AID/GOS Agreement, Rural Planning Project (650-0012) and is an integral part of this agreement.

b. Under the Provincial Development Fund, project selection criteria must be established and completed by GOS planning staff in Khartoum and regional staff in Juba, before any projects are approved. These criteria will then be transmitted to Provincial Planning Offices for use in identifying and designing provincial and district level projects. Project proposals may then be submitted to the central planning offices (Khartoum for 12 northern provinces and Juba for six southern provinces) for review by GOS planning staff. Both offices will have one resident USG-sponsored expert in provincial planning, area development and related topics. Financed under the Rural Development Project (No. 650-0012), part of the responsibility of these technicians will be to train GOS planning staff in project evaluation from the point of technical feasibility, cost-benefit, benchmarks and development impact.

c. The disbursement of funds from the Title III special account for approved projects from Provincial Development Fund (PDF) will be carried out by the Ministry of Finance. Periodic audits of the PDF will be conducted by the GOS Auditor General's Office. Provincial

planners will be required to maintain project records. Annual summary reports will be prepared in each province listing project categories implemented, stage of implementation and funding disbursements by category. Summary reports from all 18 provinces will be sent to Central Planning Offices and USG at the end of the U.S. fiscal year. The GOS/USG rural planning project staff will conduct project evaluations in four provinces. In addition, independent Sudanese evaluation specialists, financed under contract using Title III resources, will conduct periodic and annual surveys of sample projects.

5. River Transport Rehabilitation:

The River Transport Corporation (RTC) will carry out a feasibility study of communication and navigational aids and improvements along Sudan's southern waterways. Such a study will permit the RTC to program the utilization of new vessels and barges provided by the Government of Norway. The objective of improvements in the river transport system is to increase the flow of capital and consumer goods to the South and facilitate the access of goods produced in the South to the northern markets. Specific FY 1981-84 activities will be determined after a thorough review of the progress made in implementing FY 1980 activities.

6. Gezira Outreach Program:
FY 1980 Activities:

a. The University of Gezira will undertake outreach activities cutting across all major departments of the University. These activities will be aimed at extension work to improve the life of Sudan rural poor and to increase food production and distribution.

b. The submission of agreed upon benchmarks for FY 1981-1984 activities, which will be designed and implemented in paragraph 6a above, will be a "condition precedent" to disbursement of funds for these activities from the Special Account under this agreement.

c. FY 1981 activities will be determined after a review of the progress made in implementing FY 1980 activities. During FY 1980, a tentative schedule of FY 1981-84 activities will be developed by the GOS in consultation with the USG.

7. Desert Encroachment Control and Rehabilitation Program (DECARP):

FY 1980 Activities:

a. Specific implementation targets are to be established and will include all projects presented in Table B 7.

b. Joint approval by GOS and USG of the benchmarks for these projects will be a "condition precedent" to disbursement of funds from the Special Account of this agreement.

A tentative schedule of activities and funding levels of FY 1981 through FY 1984 will be agreed upon on the basis of the evaluation of progress on activities in FY 1980.

C. Title III Additionality :

The projects, which will be undertaken, will be in addition to and will not replace any development activities being undertaken by the GOS itself or in conjunction with other bilateral and/or multilateral aid. The projects described herein would not be implemented without the resources provided under this agreement.

More specifically the GOS's developmental and financial difficulties reflect problems of project implementation. Due to the lack of staff, funds facilities and transportation, few development projects are being completed at desired levels of productivity or social benefits. The constraints to GOS project implementation have been compounded by increased donors' interest in and assistance for targeted capital formation projects. In the past international donors provided funds to the GOS for budget support and modern capital-intensive projects. The GOS has not been able to mobilize sufficient domestic revenue to support the operation and growing burden of new and ongoing projects. Cuts in the development budget and GOS resource allocations have hindered disproportionately the development of transport, agriculture and health in the west and south regions where Sudan's poorest live.

Donors have been unwilling to finance all governmental overhead costs. As a result, the staff, buildings and vehicles needed to support donor-financed projects are often under-financed and occasionally absent. Projects that are otherwise well designed and supplied with imported components often cannot be implemented or operated as planned. Under these circumstances, the distinction blurs between recurring cost and developmental costs, between

administrative staff and developmental officers, between physical infrastructures and fuel needed to run a government and the same overhead needed to construct a project. The latter forms of government activity cannot assume that the former are in place. If the staff is not paid and vehicles do not have fuel, the projected benefits of additional projects will be nonexistent.

D. Equivalency :

1. For the purpose of this agreement, it is required that the local currency generations be equal to the value of the food commodities shipped under this agreement. The GOS will deposit in a special account the local currency equivalent of the U.S. dollar value of the Title III wheat.

2. If the value of commodities sold for local currency is less than the F.O.B. U.S. port-value of commodities shipped, the GOS will make up the difference. Local currencies required to make up the difference shall not result in reduction or displacement of any development funds, either in the GOS' own development budget or under programs of bilateral or multilateral aid.

E. Commodity Schedule :

This multiyear Title III program calls for Sudan to import wheat (and/or wheat flour) valued at U.S. $20 million per year, or U.S. $100 million over five years (FY 1980-84).

ITEM IV: IMPLEMENTATION PROCEDURES

A. General :

1. The program will be implemented by the Government of the Democratic Republic of the Sudan (GOS) under the overall coordination of the Ministry of National Planning (MNP).

2. Early in each U.S. fiscal year throughout the life of the FFD agreement, the GOS and the USG will agree on the specific quantity and value of P. L. 480 commodities to be supplied during that year.

B. GOS Responsibilities :

1. The funds budgeted for each project under this agreement are intended to be utilized to cover any administrative and managerial costs which are necessary to properly implement these projects. It is the GOS' responsibility to assure that adequate administrative and managerial

resources will be provided for each project under this agreement. Accordingly, the GOS will take necessary steps to assure adequate funds are distributed to appropriate agencies carrying out development activities.

2. The GOS through the MNP will carry out FY 1980 through FY 1984 activities under Item III, paragraphs A (Policy Activities) and B 1-7 (Summary Projects Descriptions and Evaluation Benchmarks for FY 1980-84 Activities) of Annex B.

3. The GOS will submit reports to the USG on project implementation and disbursements.

4. The reports submitted by the GOS on a date agreed-upon by the GOS and the USG will include the following :

   a. Accounting of funds generated and their use.

   b. Current status of the project implementation plans/targets.

   c. Assessment of project impact on the target group/beneficiaries.

   d. Course of action taken to improve project implementation.

5. The GOS will maintain adequate records on the project for not less than three years after the completion of the program.

C. USG Monitoring and Responsibilities :

1. Specific monitoring channels will be agreed upon at the beginning of program implementation.

2. These channels will be maintained between the Ministry of National Planning and the USG Mission in Sudan.

3. In consultation with the GOS, the USG will monitor all aspects set forth in Annexes A and B of the agreement.

4. The responsibilities of the USG are prescribed in Annex A, Item I: A and B, and Annex B, Item IV: C.

ITEM V: EVALUATION AND AUDITS

A. General :

1. As provided in Item III of Annex A, paragraph 6, the GOS and the USG will carry out annual evaluations of the FFD program by (date to be agreed upon prior to the signing of this agreement).

2. In the context of paragraph A:1 above, a formal evaluation of progress on the commitments and measures noted in Item I: A, B, and C, Item II, Item III ; A and B, Item IV: A, B and C of Annex B will be a key factor in deciding on the continuation of the succeeding year's P.L. 480 Title III assistance. The development and implementation of evaluation methodology and associated criteria will be key items in the review of each year's progress of the Title III program.

3. Individual project evaluations will be carried out jointly by the GOS and USG representatives on a timetable specified in paragraph A :1 above.

4. Each annual review and evaluation will be completed to provide sufficient time for the USG/GOS programming decisions for the following year.

B. Review/Evaluation Methodology :

Details of methods to be used in reviewing and evaluating each project will be worked out during the mid-year review process.

[AMENDING AGREEMENTS]

The American Embassy to the Sudanese Ministry of Cooperation, Commerce and Supply

No. 144

The Embassy of the United States of America presents its compliments to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan and has the honor to refer to the agricultural commodity agreement signed by representatives of our two governments on December 22, 1979, and to propose that PART II, PARTICULAR PROVISIONS, be amended as follows:

Item I, Commodity Table: Under the appropriate column headings change "20.0" and "105,000" to "25.0" and "132,000";

Item II, Payment Terms: Insert the following at the bottom of table: "Commodities provided under this amendment totaling Dols 5 million require repayment of the loan under the Title I terms and are not subject to conditions outlined under Title III Annex A or B. No down payment or CUP payment is required, but the loan is to be repayed as follows:

Number of Installment Payments thirty-one (31) equal annual amounts;

Due Date, first installment payment ten (10) years after date of last delivery of commodities in each calendar year;

Initial Interest Rate, two (2) percent; and

Continuing Interest Rate, three (3) percent.

Under Item IV (economic development purposes for which proceeds accruing to the Importing Country are to be used), paragraph A, add the following: "However, the Local Currencies generated from the sales of Commodities under the amendment to Part II will be utilized for financing self-help measures under Part II, Item V (Self-Help Measures)."

All other terms and conditions of the December 22, 1979 agreement remain the same. If the foregoing is acceptable to your government, I propose that this note and your reply thereto constitute agreement between our two governments, effecting on the date of your reply and acceptance.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan the assurances of its highest consideration.

[1]

Ambassador

Embassy of the United States of America

Khartoum, August 7, 1980

[1] C. William Kontos.

The Sudanese Minister of Cooperation, Commerce and Supply to the American Ambassador

MCCS/MO/10 - 11

I have the honour to acknowledge receipt of your Excellency's letter of today's date reading as follows :

[For text of the U.S. note, see pp. 1275-1276.]

It gives me great pleasure to inform your Excellency that this amendment is acceptable to the Government of the Democratic Republic of the Sudan and to confirm that your letter and this reply constitute an amendment to the agricultural commodity agreement signed on December 22nd 1979.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

F. L. EL MAGBOUL
MINISTER OF COOPERATION,
COMMERCE AND SUPPLY

Khartoum, August 7, 1980

The American Embassy to the Sudanese Ministry of Cooperation, Commerce and Supply

EMBASSY OF THE
UNITED STATES OF AMERICA

NO. 33

The Embassy of the United States of America presents its compliments to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan and has the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two governments on December 22, 1979 and as amended on August 7, 1980, and to propose that Part II, PARTICULAR PROVISIONS of that agreement be amended as follows:

In Item I. Commodity table: For the appropriate headings add the following "1981", "99,400 MT" and "U.S. dols 20 million".

After the last heading in Item I add a new heading to reflect the totals for 1980 and 1981: "231,500 MT" and "U.S. dols 45 million".

In Item III. Usual Marketing Table: For the appropriate headings add the following: "1981" and "149,000 MT".

The attached revised Annex B is an integral part of this amendment.[1] It presents the benchmarks which are to be used in evaluating the Food for Development Program implemented during the term of the agreement dated December 22, 1979. All other terms and conditions of the December 22, 1979 agreement as amended remain the same.

[1] Not printed. Available from the Office of Treaty Affairs, Department of State.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your reply and acceptance.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Cooperation, Commerce and Supply of the Government of the Democratic Republic of Sudan the assurances of its highest consideration.

C. William Kontos [1]
Ambassador

Embassy of the United States of America
Khartoum, Sudan
February 14, 1981

[1] C. William Kontos.

The Sudanese Minister of Cooperation, Commerce and Supply to the American Ambassador

I have the honour to acknowledge receipt of your Excellency's letter of today's date reading as follows:

[For text of the U.S. note, see pp. 1278-1279.] 1278/N

It gives me great pleasure to inform your Excellency that this amendment is acceptable to the Government of the Democratic Republic of the Sudan and to confirm that your letter and this reply constitute an amendment to the agricultural commodity agreement signed on December 22nd 1979.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

F. I. EL MAGBOUL
MINISTER OF COOPERATION,
COMMERCE AND SUPPLY

Khartoum, February 14, 1981

The American Embassy to the Sudanese Ministry of Cooperation, Commerce and Supply

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 78

The Embassy of the United States of America presents its compliments to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan and has the honor to refer to the Agricultural Commodity Agreement signed by representatives of our governments on December 22, 1979 and as amended on August 7, 1980 and February 14, 1981 and to propose that Part II, Particular Provisions, of that agreement be amended as follows:

In Part II, Item I, Commodity Table: For the appropriate headings add the following: "1982", "115,800 MT", and "U.S. dols 20.0 Million".

After the last heading in Item I add a new heading to reflect the totals for 1980, 1981 and 1982: "Totals 347,300 MT" and "U.S. dols 65.0 Million". Please note that the FY 1982 quantity of 115,800 tons of wheat/ wheat flour, contains approximately 25,000 tons of wheat flour on a grain equivalent basis.

In Item III, Usual Marketing Table: For the appropriate headings add the following: "1982" and "154,000 MT".

In Item V, substitute the following language:

1. Eliminate the consumer price subsidy for wheat products.

2. Increase private sector participation in wheat/wheat flour importation by licensing private import of wheat and wheat flour with foreign exchange available from the banking system at the official rate of exchange.

3. Continue the following agricultural products free of export duties; groundnuts, edible oil and sesame. In order to avoid unnecessary adverse impact on production and revenues the Government of the Sudan will keep under surveillance export duties on other agricultural products.

4. The Government of Sudan will continue to maintain the weekly/monthly reporting system for monitoring stocks and arranging for the timely shipments of wheat imports in order to maintain the stocks at adequate levels.

5. In order to avoid favoring imported food over domestic food production, the Government of Sudan will keep exchange and trade policies under surveillance.

6. Pursuant to Government policy, complete by June 30,1983 its review of the structure, conduct and economic performance of those public corporations engaged in agricultural production or marketing which have the largest operating deficits, and evaluate alternative measures for maximizing economic efficiency, to include consideration of private sector management or ownership.

7. Complete by September 30, 1982 Policy Studies No.1, 2 and 3 under the P.L. 480 Title III Agreement.

All other terms and conditions of the December 22, 1979 sales agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Cooperation, Commerce and Supply of the Government of the Democratic Republic of Sudan the assurances of its highest consideration.

John S. Davison
Charge' d'Affaires a.i.

Embassy of the United States of America
Khartoum, Sudan

Date: April 29, 1982

The Sudanese Minister of Cooperation, Commerce and Supply to the American Ambassador

جمهورية السودان الديمقراطية

MINISTRY OF CO-OPERATION
COMMERCE & SUPPLY
P. O. Box 194, Khartoum - Sudan
Telex No. 329
Minister's Office

وزارة التعاون والتجارة والتموين
ص.ب : ١٩٤ الخرطوم — السودان
تلغرافيا : تجارة
تلكس : ٣٢٩
مكتب الوزير

النمرة : MCC&S/SD/1/8/A/82

التاريخ : ١٩

I have the honour to acknowledge receipt of your Excellency's letter of today's date reading as follows:

[For text of the U.S. note, see pp. 1281-1283.]

It gives me great pleasure to inform your Excellency that this amendment is acceptable to the Government of the Democratic Republic of the Sudan and to confirm that your letter and this reply constitute an amendment to the agricultural commodity agreement signed on December 22nd, 1979.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

F. I. EL MAGBOUL
MINISTER OF COOPERATION,
COMMERCE AND SUPPLY

Khartoum, April 29, 1982

TIAS 10727

The American Embassy to the Sudanese Ministry of Cooperation, Commerce and Supply

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 140

The Embassy of the United States of America presents its compliments to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan and has the honor to refer to the agricultural commodity agreement signed by representatives of our governments on December 22, 1979 and as amended on August 7, 1980, February 14, 1981 and April 29, 1982 and to propose that PART II, PARTICULAR PROVISIONS, of that agreement be amended as follows:

In Part II, Item I, Commodity table under the appropriate headings, add new lines as follows: "wheat flour (grain equivalent basis), 1983, 20,000, 4.0"; "wheat, 107,000, 16.0". After last entry in Item I revise the line item "totals" to reflect totals for 1980, 1981, 1982 and 1983 as follows: "474,300" US Dollars "85.0".

In Part II, Item IV A, delete first sentence and insert: "The export limitation period shall be U.S. Fiscal Year 1983 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized".

In Item III - Usual Marketing Table, for the appropriate headings add the following new line item: "wheat and/or wheat flour (grain equivalent basis) - 1983 - 159,000".

In Item V, add the following language:

1. The Government of Sudan will actively promote participation by

the private sector in river transport operations. To this end, the Government will carry out a study of private sector perceptions regarding the constraints and opportunities to establishing such enterprises and establish regulations and procedures for licensing private river transport firms by December 1983.

2. The Government of Sudan will seek improvements in the operations of Sudan Railways. To this end, the Government will undertake a comprehensive study of managerial, institutional and financial constraints to improving the efficiency and financial viability of Sudan's railway system by April 30, 1984.

In addition to the above changes, Annex B is hereby amended in accordance with the revised Annex B attached to this note.[1] All other terms and conditions of the December 22, 1979 sales agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your reply and acceptance.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Cooperation, Commerce and Supply of the Government of the Democratic Republic of the Sudan the assurances of its highest consideration.

Charge d'Affaires a.i.
Embassy of the United States of America
Khartoum, June 13, 1983

[1] Not printed. Available from the Office of Treaty Affairs, Department of State.

The Sudanese Minister for Cooperation, Commerce and Supply to the American Chargé d'Affaires ad interim

The Democratic Republic of the Sudan
MINISTRY OF CO-OPERATION
COMMERCE & SUPPLY
P. O. Box 194, Khartoum, Sudan
Telex No. 329
State Minister's Office

جمهورية السودان الديمقراطية
وزارة التعاون والتجارة والتموين
ص.ب: ١٩٤ الخرطوم - السودان
تلغرافيا: تجارة
تلكس ٣٢٩
مكتب وزير الدولة

الرقم: _____

التاريخ: 13/6/1983

Excellency:

I have the honor to acknowledge receipt of your Excellency's letter of today's date reading as follows:

[For text of the U.S. note, see pp. 1285-1286.]

It gives me great pleasure to inform your Excellency that this amendment is acceptable to the Government of the Democratic Republic of the Sudan and to confirm that your letter and this reply constitute an amendment to the agricultural commodity agreement signed on December 22, 1979 and as amended on August 7, 1980, February 14, 1981 and April 29, 1982.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

Yours faithfully,

Ahmed Salim Ahmed
STATE MINISTER FOR COOPERATION,
COMMERCE & SUPPLY

H.E. John S. Davison
Charge d'Affaires a.i.
Embassy of the United States of America
Khartoum, June 13, 1983

TIAS 10727

The American Embassy to the Sudanese Ministry of Cooperation, Commerce and Supply

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 499

The Embassy of the United States of America presents its compliments to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan and has the honor to refer to the agricultural commodity agreement signed by representatives of our governments on December 22, 1979 and as amended on August 7, 1980, February 14, 1981, April 29, 1982 and June 13, 1983 and to propose that Part I, GENERAL PROVISIONS, and Part II, PARTICULAR PROVISIONS, of that agreement be amended as follows:

In Part I, Article III, Section F, Item 3, change the definition of "utilization" to read: "Utilization shall be deemed to have occured when the commodity clears customs and enters normal distribution channels within the importing country, including: transported to mills, bakeries, refineries or other facilities for further processing; transported to local, regional or central storage for subsequent distribution; or transported directly to commercial or government wholesale, retail, or ration center outlets."

In Part I, Article III, Section D, delete entire text of Section D after caption, "Reporting", and insert the following:

"In addition to any other reports agreed upon by the two governments, the government of the importing country shall furnish, in such form and at such time as may be requested by the government of the exporting country:

1. A report on the arrival of each shipment of commodities purchased under the agreement which shall include: the name of each vessel; the commodity and quantity received; the discharge port; the date discharge was completed; the

condition of the commodity on arrival; any significant loss or damage in transit, and advice of any claim for, or recovery of, or reduction of freight charges due to loss or damage in transit on U.S. flag ships;

2. A report covering the supply period specified in Part II, Item I of the agreement and containing: statistical data on imports by country of origin to meet usual marketing requirements specified in Part II, Item III of the agreement; a statement of the measures taken to implement the provisions of Section A, Items 3 and 4 of this article; statistical data on exports by country of destination of commodities the same as or like those imported under the agreement, as specified in Part II, Item IV of the agreement; a statement on utilization of commodities imported under the agreement; and a statement of measures taken to implement the publicity provisions of Section I of this Article."

In Part II, Item I, Commodity table under the appropriate headings, add new lines as follows: "wheat and/or wheat flour (grain equivalent basis), 1984, 127,000, 20.0". After last entry in Item I revise the line item "totals" to reflect totals for 1980, 1981, 1982, 1983 and 1984 as follows: "601,300" US Dollars "105.0".

In Part II, Item IV A, delete first sentence and insert: "The export limitation period shall be U.S. Fiscal Year 1984 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized".

In Item III - Usual Marketing Table, under the appropriate headings add the following new line item: "wheat and/or wheat flour (grain equivalent

basis) - 1984 - 180,000".

In Item V, add the following language:

1. The GOS agrees to contract with the Gezira Trading Company for receiving, clearing through customs and storing the wheat and wheat flour financed under this agreement at Port Sudan. The GOS also agrees that the millers will be allowed to contract with private sector transporters for inland transportation of the wheat and wheat flour from Port Sudan under this agreement. A firm decision will be made by the millers by July 25, 1984. If the millers are unable to perform this function, then the GOS will contract with private sector transporters for inland transportation of the wheat and wheat flour.

2. The GOS agrees that the public sector will not sell wheat, wheat flour or bread at a price (by weight) less than that of private sector bakers, wholesalers or retailers, nor have access to foreign exchange for the purchase of wheat and wheat flour at a rate less than that obtainable by the private sector.

3. The GOS agrees to maintain a flexible wheat, wheat flour and retail pricing policy. The full impact of the policy will be reflected in the retail price and no explicit or implicit subsidy will be allowed to emerge. Accordingly, the GOS agrees to adjust the price of wheat and wheat flour to millers and bakers and the price of bread at wholesale and retail in a timely manner if real CIF prices (in LS or $) and inland costs (transport, handling, storage and milling) change by more than ten percent in the aggregate.

The GOS further agrees to maintain milling and baking margins at not less than present levels. USAID agrees to continue to assist the Ministry of Commerce, Cooperation and Supply with the establishment of an effective supply and cost/price monitoring system.

4. With the objective of maintaining attractive financial returns to domestic wheat producers, the GOS will continue a policy of setting a floor price for domestically produced wheat at import parity with inland transport, finance, storage and handling costs computed at commercial rates; the producer floor price is to be announced annually not later than October 1st and shall be based on the August world market U.S. $ CIF (Port Sudan) price for the prevailing grade of PL 480 wheat.

5. The MCCS agrees to recommend an increase in the floor price for groundnuts in regional auction markets by not less than LS 16 per kantar for the purpose of stimulating a major supply response to increase export earnings during the 1984/1985 production season. The new price shall be announced not later than July 30, 1984.

6. The GOS will increase the floor price for gum arabic in regional auction markets by not less than 25 percent. However, if a good rainfall pattern is experienced during the coming growing season, the GOS agrees to increase the auction market price by not less than 30 percent. The new price shall be announced not later than October 31, 1984.

7. The GOS agrees to collaborate with USAID on a comprehensive study of the current policy of administered prices for

domestically produced agricultural commodities and industrial goods. The study will estimate the costs and benefits of this policy and determine the impact on producer incentives, marketing margins and consumer welfare. This report is to be completed by December 15, 1984.

8. The GOS agrees that the private sector will be allowed to purchase, ship, clear through customs and internally transport, store and distribute all wheat and wheat flour purchased under future PL 480 Agreements. The government further agrees that it will allow the private sector equal access to all facilities under public sector control to expedite international procurement and shipping and the domestic handling, storage and transport of the commodities by the private sector. A study will be undertaken over the next six months which will establish and detail procedures for such private sector participation in the PL 480 Programs. In order for the private sector to gain experience with the international procurement, shipping and domestic handling of wheat and wheat flour for future PL 480 programs, the Government of Sudan will allow the private sector to participate in these functions under this Agreement.

In addition to the above changes, Annex B is hereby amended in accordance with the revised Annex B attached to this note.[1] All other terms and conditions of the December 22, 1979 sales agreement, as amended, remain the same.

[1] Not printed. Available from the Office of Treaty Affairs, Department of State.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Cooperation, Commerce and Supply of the Government of the Democratic Republic of the Sudan the assurances of its highest consideration.

Hume Alexandar Horan
Ambassador of the United States
of America

William R. Brown
Director, United States Agency for
International Development/Sudan
August 9, 1984

The Sudanese Minister for Cooperation, Commerce and Supply to the American Ambassador

جمهورية السودان الديمقراطية

MINISTRY OF CO-OPERATION
COMMERCE & SUPPLY
P. O. Box 194 Khartoum - Sudan
Telex No 329
Minister's Office

وزارة التعاون والتجارة والتموين
ص.ب : ١٩٤ الخرطوم ـ السودان
تلغرافيا : تجارة
تلكس : ٣٢٩
مكتب الوزير

التاريخ : August 9, 1984 ١٩

النمرة : و ت ت ت

Excellency:

I have the honor to acknowledge receipt of your Excellency's letter of today's date reading as follows:

[For text of the U.S. note, see pp. 1288-1293.]

It gives me great pleasure to inform your Excellency that this amendment is acceptable to the Government of the Democratic Republic of the Sudan and to confirm that your letter and this note in reply constitute an amendment to the agricultural commodity agreement signed on December 22, 1979 and as amended on August 7, 1980, February 14, 1981, April 29, 1982 and June 13, 1983.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

Yours faithfully,

Gaafar Hassan Saith

Cafar Hassan Saith
MINISTER FOR COOPERATION,
COMMERCE & SUPPLY

H.E. Hume A. Horan
Ambassador of the United States
of America

William R. Brown
Director, United States Agency for
International Development/Sudan

TIAS 10727

EGYPT

Economic Assistance: Decentralization Sector Support

Agreement amending the agreement of August 29, 1982.
Signed at Cairo June 30, 1983;
Entered into force June 30, 1983.

A.I.D. Program Grant Number 263-I-605

FIRST AMENDMENT

TO THE

PROGRAM GRANT AGREEMENT

BETWEEN

THE

ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR

DECENTRALIZATION SECTOR SUPPORT

Dated: June 30, 1983

First Amendment, dated June 30, 1983, to the Grant Agreement, dated August 29, 1982,[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Decentralization Sector Support (A.I.D. Grant No. 263-K-605).

SECTION 1. The Grant Agreement is hereby amended as follows:

a. The first two paragraphs of section 3.1 are deleted in their entirety and the following substituted therefor:

"SECTION 3.1 The Grant. To assist the Grantee to meet the costs of carrying out the Program, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[2] agrees to grant the Grantee under the terms of this Agreement not to exceed Three Hundred Fifty-nine Million Two Hundred Thousand ('U.S.') Dollars ($359,200,000) and One Hundred Twenty-five Thousand Egyptian Pounds (LE 125,000).

"The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Program."

b. Sections 8.1 and 8.2 are deleted in their entirety and the following substituted therefor:

"Section 8.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

[1] TIAS 10472; 34 UST 1949.
[2] 75 Stat. 424; 22 U.S.C. §2151.
[Footnotes added by the Department of State.]

To the Grantee:

Ministry of Local Government
Agrarian Reform Complex, Ninth Floor
Nadi El Said Street
Dokki, Egypt

with copies to:

Ministry of Investment Affairs and International Cooperation
Department of Economic Cooperation with U.S.A.
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

"All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

"Section 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual, holding or acting in the office of Minister of Investment Affairs and International Cooperation, Administrator of the Department for Economic Cooperation with U.S.A., the and/or Minister for Local Government, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 3.1 to revise elements of the Program budget in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority. In addition, each Activity Protocol shall specify the representatives

of the Parties to such protocol and the scope of their authority."

c. Annex 1 is deleted in its entirety and Annex 1 attached hereto substituted therefor.

SECTION 2. This Amendment shall enter into force when signed by both parties.

SECTION 3. Except as specifically amended hereby, the Grant Agreement, dated August 29, 1982, between the Grantee and A.I.D. shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : Wagih Shindy

NAME : Dr. Waqih Shindy

TITLE: Minister of Investment Affairs and International Cooperation

BY : S. Maamoun

NAME : Major General Saad El Din Maamoun

TITLE: Minister of State for Local Government

BY : Ahmed Abdel Salam

NAME : Mr. Ahmed Adbel Salam Zaki

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY Alfred L. Atherton, Jr.

NAME : Alfred L. Atherton, Jr.

TITLE: American Ambassador

BY : M. P. W. Stone

NAME : M. P. W. Stone

TITLE: Director, USAID/Cairo

Program Number 263-K-605

DECENTRALIZATION PROGRAM AND ACTIVITY BUDGETS
(Figures are in millions of dollars or Egyptian pounds)

Annex 1

PROGRAM/ACTIVITY	CONTRIBUTIONS FROM: AID Before FY 83[1/]	AID FY 83	AID After FY 83[2/]	AID TOTAL	TITLE III	G.O.E.[3/]	Maximum of currently obligated U.S. $ convertible to Egyptian pounds.
605: Decentralization Sector Program	$	$	$	$	$[4/]	LE	$
Activities:							
605.1 Development Decentralization I	26.20[5/]	-	-	26.20[5/]	-	4.40	20.41 (78%)
605.2 Basic Village Services	100.00	45.00	-	145.00	75.00	38.40	130.45 (90%)
605.3 Provincial Cities Development	20.00	10.00	45.00	75.00	-	20.90	11.70 (39%)
605.4 Decentralization Support Fund	75.00	25.00	-	100.00	-	22.00	5.00 (5%)
605.5 Neighborhood Urban Services	36.50	18.00	34.50	89.00	-	9.73	53.10 (97%)
605.6 Sector Development Support[6/]	3.50	-	16.50	20.00	—	—	—
Total	261.20	98.00	96.00	455.20	75.00	95.43	220.66 (61%)

1/ These figures include the minimum A.I.D. contributions granted under previous authorizations per section 2.1 of the Program Agreement.

2/ A.I.D.'s contribution to the total Activity will be provided in increments, in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties.

3/ GOE contributions will be in LE. Dollar figures shown in earlier agreements have been converted at the exchange rate of LE 0.83 = US $ 1.00 (8/82), for the purpose of this Agreement.

4/ The Title III contribution is the LE equivalent of the U.S. dollar amount shown in this table. The LE amount depends upon a calculation of the applicable exchange rates over the life of the Project.

5/ 125.000 US-owned Egyptian pounds also obligated under this activity.

6/ These funds are to be programmed with Sector Steering Committee and agreed upon in the future Activity Protocol(s).

COLOMBIA

Employment

Agreement effected by exchange of notes
Signed at Bogota March 30 and May 25, 1982;
Entered into force May 25, 1982.

The American Ambassador to the Colombian Minister of Foreign Relations

No. 235 Bogotá, March 30, 1982

Excellency:

In reference to the Agreement on Dependents' Employment that we have been discussing, I have the honor to propose to your Excellency some new terms so that the dependents of employees of the Government of Colombia assigned to official duty in the United States of America and of employees of the United States of America assigned to official duty in Colombia be authorized to accept employment in the receiving state without restriction as to type of employment.

For the purpose of this agreement the terms official duty and dependent are defined as:

(a) Official Duty: duties performed by the persons assigned officially by one of the Governments and accepted by the receiving State for such purpose in their territory;

(b) Dependent: (1) Spouses; (2) unmarried dependent children under 21 years of age; (3) unmarried dependent children under 25 years of age who are in full-time attendance as students at a post

secondary educational institution, and (4) unmarried children who are physically or mentally disabled.

In the case of dependents of employees of the Government of Colombia assigned to official duty in the United States of America and who hold an offer of employment in the United States, an official request will be made by the Embassy of Colombia in Washington to the Office of the Chief of Protocol in the Department of State. Upon verification that the person is a dependent of an official employee, the Embassy of Colombia will be informed by the office of the Chief of Protocol that the dependent has permission to accept employment.

In the case of dependents of employees of the Government of the United States assigned to official duty in Colombia, and who hold an offer of employment in Colombia, request shall be made by the United States Embassy in Colombia to the Ministry of Foreign Relations. Upon verification that the person is a dependent of an official employee, the Embassy of the United States will be informed by the Ministry of Foreign Relations that the dependent has permission to accept employment.

Permission to accept employment may be denied by either government if the dependent has at any time violated the penal, immigration and naturalization or taxation laws of the host country.

As to dependents who obtain employment under this agreement and who have immunity from the jurisdiction of the receiving country in accordance with Article 37 of the Vienna Convention on diplomatic relations[1] or any other applicable international agreement, immunity from civil and administrative jurisdiction with respect to all matters arising out of such employment is hereby waived by the sending state concerned. Such dependents are also responsible for payment to income tax and Social Security contributions on any renumeration received as a result of employment in the receiving state.

Excellency, I have the honor to propose that this note and your reply constitute an agreement between our governments on the matters discussed above.

Either of the two governments may terminate the present accord by giving written notice to the other party 90 days in anticipation of the date of the desired termination.

Accept, Excellency, the renewed assurances of my highest consideration.

Thomas D. Boyatt

His Excellency

Carlos Lemos Simmonds

Minister of Foreign Relations

Bogotá, D. E.

[1] TIAS 7502; 23 UST 3244.

The Colombian Minister of Foreign Relations to the American Ambassador

DM 00479 Bogotá, D.E., Mayo 25, 1.982

Ministerio de Relaciones Exteriores

Excelencia :

Tengo el honor de referirme a la Nota de 30 de marzo de 1982 en que Vuestra Excelencia tiebe a bien proponer que se permita el trabajo de los dependientes de funcionarios en misión oficial, que se ha venido estudiando, y que Vuestra Excelencia concreta así :

" Bogotá, Marzo 30 de 1.982

Excelencia :

En relación con el Acuerdo sobre Trabajo de Dependientes que hemos venido discutiendo, tengo el honor de proponer a Vuestra Excelencia algunos nuevos términos con el fín de que tanto los dependientes de los funcionarios del Gobierno de la República de Colombia asignados en misión oficial en los Estados Unidos de América, como los dependientes de funcionarios del Gobierno de los Estados Unidos de América asignados en misión oficial en la República de Colombia, sean autorizados a aceptar empleo en el Estado recipiente, sin restricción en cuanto a la clase de empleo.

Para efectos de aplicación de este Acuerdo se entenderá por :

(a) Misión Oficial : la realizada por las personas que han sido asignadas oficialmente por uno de los Gobiernos y que han sido recibidas por el otro para tal fín en su territorio ;

A Su Excelencia
Señor Thomas D. Boyatt
Embajador de los Estados Unidos de América
La Ciudad.-

(b) Dependiente : (1) cónyuge; (2) hijos solteros menores de 21 años; (3) hijos solteros menores de 25 años que asistan, de tiempo completo, a alguna institución educativa universitaria; y (4) hijos solteros con incapacidad física o mental.

En el caso de dependientes de funcionarios del Gobierno de la República de Colombia asignados en misión oficial a los Estados Unidos de América a quienes se les haya hecho una oferta de trabajo en los Estados Unidos, la Embajada de la República de Colombia en Washington hará una solicitud oficial a la Jefatura de Protocolo del Departamento de Estado. Luego de la verificación de que la persona solicitante tiene la condición de dependiente de un funcionario oficial, el Jefe de Protocolo informará a la Embajada que el dependiente goza del permiso para aceptar el empleo.

En el caso de dependientes de funcionarios del Gobierno de los Estados Unidos de América asignados en misión oficial a la República de Colombia a quienes se les haya hecho una oferta de trabajo en Colombia, la Embajada de los Estados Unidos de América en Colombia hará una solicitud al Ministerio de Relaciones Exteriores de Colombia. Luego de la verificación de que la persona solicitante tiene la condición de dependiente de un funcionario oficial, el Ministerio de Relaciones Exteriores informará a la Embajada que el dependiente goza del permiso para aceptar el empleo.

El permiso para aceptar empleo podrá ser negado por el Gobierno correspondiente en caso de haber el dependiente violado, en cualquier tiempo, las leyes penales, de inmigración y naturalización o tributarias del país recipiente.

En cuanto a los dependientes que obtengan empleo bajo este Acuerdo y quienes gocen de inmunidad de la jurisdicción del país receptor, de conformidad con el Artículo 37 de la Convención de Viena sobre relacio-

nes diplomáticas o cualquier otro Acuerdo internacional que sea pertinente, el correspondiente Estado acreditante, por el presente, renuncia a la inmunidad de la jurisdicción civil y administrativa sobre todos los asuntos que se relacionen con dicho empleo. Tales dependientes serán responsables, también, por el pago de impuestos y de las contribuciones al Seguro Social, trasados con base en la remuneración recibida como resultado del empleo en el Estado receptor.

Excelencia, tengo el honor de proponer que tanto esta Nota como vuestra respuesta constituyan un Acuerdo entre nuestros Gobiernos, referente al tema arriba tratado.

Cualquiera de los dos Gobiernos podrá dar por terminado el presente Acuerdo mediante notificación escrita a la otra parte, hecha con una antelación de 90 días en relación con la fecha en que se desee dar por terminado el compromiso.

Me valgo de esta oportunidad para renovar a Vuestra Excelencia los sentimientos de mi más alta y distinguida consideración.

Thomas D. Boyatt "

Como indudablemente el compromiso a que me refiero contribuirá a fomentar las excelentes relaciones colombo estadounidenses, me complace manifestar a Vuestra Excelencia que tengo el honor de aceptar en nombre de mi gobierno el que la Nota en referencia y mi respuesta ofi-

cial sean consideradas como constitutivas del respectivo Acuerdo entre nuestros dos gobiernos, con vigencia a partir de la fecha.

Aprovecho esta feliz ocasión para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS LEMOS SIMMONDS
Ministro de Relaciones Exteriores

TRANSLATION

Ministry of Foreign Relations

No. DM 00479 Bogota, D.E., May 25, 1982

Excellency:

I have the honor to refer to the note of March 30, 1982, proposing that dependents of employees on official duty be permitted to work. In that note, which has been examined, your Excellency states the following:

[For the English language text, see pp. 1302-1304.]

Since the agreement to which I refer will undoubtedly help to further strengthen relations between Colombia and the United States, I take pleasure in informing your Excellency that, on behalf of my Government, I have the honor to agree that the note in reference and my official reply be considered to constitute the respective accord between our two Governments, effective today.

I avail myself of this auspicious occasion to renew to your Excellency the assurances of my highest consideration.

Carlos Lemos Simmonds

Carlos Lemos Simmonds
Minister of Foreign Relations

His Excellency
Thomas D. Boyatt,
Ambassador of the United States
of America,
Bogota.

ARGENTINA

Mapping, Cartography and Geodesy

Agreement signed at Buenos Aires July 11, 1983;
Entered into force July 11, 1983.

ACUERDO ENTRE EL INSTITUTO GEOGRAFICO MILITAR DE LA REPUBLICA ARGENTINA Y EL DEFENSE MAPPING AGENCY DE LOS ESTADOS UNIDOS DE AMERICA

INTRODUCCION

Considerando el acuerdo original entre el Army Map Service de los Estados Unidos de América y el Instituto Geográfico Militar de la República Argentina, firmado el 2 de octubre de 1956, y el Convenio de Proyectos Técnicos y Científicos Cooperativos de Defensa entre los Gobiernos de la República Argentina y los Estados Unidos de América, firmado en Buenos Aires el 5 de mayo de 1970, se ha convenido establecer un acuerdo para la cooperación y la ayuda mutua en cartografía y geodesia y el intercambio de cartas e información pertinentes.

ARTICULÓ I

OBJETIVOS

A. Establecer un entendimiento entre las autoridades del Instituto Geográfico Militar y las homónimas del Defense Mapping Agency, conforme al Convenio de Proyectos Técnicos y Científicos Cooperativos de Defensa, y a modo de confirmación de recientes conversaciones mantenidas entre representantes de ambos gobiernos con respecto a la conveniencia de cooperación y ayuda mutua en cartografía y geodesia, así como al intercambio de documentos cartográficos e información conexa.

B. Consolidar los convenios existentes relacionados a las actividades cartográficas y geodésicas cooperativas y de intercambio entre el Instituto Geográfico Militar y el Defense Mapping Agency. Consecuentemente, este nuevo acuerdo deberá ser interpretado como una extensión del acuerdo celebrado entre el Army Map Service y el Instituto Geográfico Militar sobre cartografía y geodesia, que constituye parte de este acuerdo y queda incorporado como Anexo A.

AGREEMENT BETWEEN THE INSTITUTO GEOGRAFICO MILITAR OF THE REPUBLIC OF ARGENTINA AND THE DEFENSE MAPPING AGENCY OF THE UNITED STATES OF AMERICA

INTRODUCTION

Considering the original agreement between the Army Map Service of the United States of America and the Instituto Geografico Militar of the Republic of Argentina, signed on 2 October 1956,[1] and the Defense Cooperative Technical and Scientific Projects Agreement between the governments of the Republic of Argentina and the United States of America, signed on 5 May 1970,[2] in Buenos Aires, the following agreement has been reached for cooperation and mutual assistance in cartography and geodesy and the exchange of maps and related information.

ARTICLE I

PURPOSE

A. To establish an understanding between the authorities of the Instituto Geografico Militar and those of the Defense Mapping Agency, according to the Defense Cooperative Technical and Scientific Projects Agreement, and in confirmation of discussions between representatives of both governments regarding the desirability of cooperation and mutual assistance in cartography and geodesy, as well as the exchange of cartographic documents and related information.

B. To consolidate the existing agreements relative to cooperative and exchange cartographic and geodetic activities between the Instituto Geografico Militar and the Defense Mapping Agency. This new agreement will therefore be construed as an extension to the agreement executed between the Army Map Service and the Instituto Geografico Militar relative to cartography and geodesy, which is hereby made a part of this agreement and incorporated as Annex A.

[1] See annex A, p. 7.
[2] TIAS 6881; 21 UST 1297.

Anexo A es un registro de ajuste entre el Army Map Service de los Estados Unidos de América y el Instituto Geografico Militar de la República Argentina, de fecha 2 de octubre de 1956, con dos apendices. (Firmado en la versión inglesa solamente)

ARTICULO II

ORGANISMOS COOPERANTES

El Instituto Geográfico Militar por la República Argentina y el Defense Mapping Agency por el Gobierno de los Estados Unidos de América, están autorizados para celebrar este acuerdo como organismos cooperantes.

ARTICULO III

1. Los organismos cooperantes seleccionarán conjuntamente los productos a intercambiar y la producción que convenga a los fines de este acuerdo para cumplir los requerimientos de los Estados Unidos de América y de la República Argentina.

2. Para llevar a cabo el programa conjunto, los organismos cooperantes habrán de:

a. Coordinar e intercambiar información sobre los requerimientos en geodesía, datos geodésicos satelitarios y geofisicos y documentos cartográficos e informes periódicos de producción.

b. Producir e intercambiar datos sobre geodesía, geodesía satelitaria y geofísica y documentos cartográficos.

c. Intercambiar datos relacionados con el fomento de técnicas, procesos y equipo de interés mutuo.

d. Intercambiar y prestar instrumentos y equipos.

e. Hacer los arreglos necesarios para la capacitación y el perfeccionamiento del personal.

Annex A is a Memorandum of Arrangement between the Army Map Service of the United States of America and the Instituto Geografico Militar of the Republic of Argentina, dated 2 October 1956, with two appendices. (Signed in English language only)

ARTICLE II

COOPERATING AGENCIES

The Instituto Geografico Militar for the Republic of Argentina and the Defense Mapping Agency for the Government of the United States of America are authorized to enter into this Agreement as the cooperating agencies.

ARTICLE III

1. The cooperating agencies will jointly select the products to be exchanged and the production to be undertaken under the terms of this agreement to satisfy the requirements of the United States of America and the Republic of Argentina.

2. In furtherance of the joint program, the cooperating agencies will:

a. Coordinate and exchange information concerning requirements for geodesy, satellite geodesy and geophysical data and cartographic documents and periodic production reports.

b. Produce and exchange geodesy, satellite geodesy and geophysical data and cartographic documents.

c. Exchange data relating to developments in techniques, processes and equipment of mutual interest.

d. Exchange and loan instruments and equipment.

e. Arrange for necessary personnel orientation and training.

ARTICULO IV

OBLIGACIONES MUTUAS

1. Queda entendido que cualquier acción llevada a cabo por uno de los organismos cooperantes cubiertos por este acuerdo estará sujeta a las exigencias de las leyes nacionales y la disponibilidad de personal, material y fondos de dichos organismos.

2. Cualquier clasificación de seguridad u otras restricciones de entrega de material especificadas por la autoridad otorgante serán aplicadas y hechas cumplir por el organismo receptor.

3. El Defense Mapping Agency y el Instituto Geográfico Militar no proporcionarán a agencias fuera de la jurisdiccion del Gobierno de los Estados Unidos de América y del Gobierno de la República Argentina, mapas o documentos cartográficos o datos relacionados a escala mayor de 1:250,000 provistos por el Instituto Geográfico Militar y la Defense Mapping Agency sin previa autorización del Gobierno Argentino y del Gobierno de los Estados Unidos.

4. Las responsabilidades específicas y los arreglos necesarios, bajo este acuerdo serán determinados por los siguientes organismos:

a. El Director del Defense Mapping Agency es el agente principal de los Estados Unidos y será responsable de la politica y planes de producción, programación, y responsabilidades básicas totales de los Estados Unidos conforme a este acuerdo.

Bajo la dependencia del Defense Mapping Agency, el Servicio Geodésico Interamericano servirá como el punto de contacto de los Estados Unidos y conducira los asuntos relacionados a la implementacion de este convenio y cualquier enmienda al mismo.

ARTICLE IV

MUTUAL OBLIGATIONS

1. It is understood that any action taken by either one of the cooperating agencies under this agreement will be subject to the national requirements of national laws and the availability to that agency of personnel, materials and funds of these agencies.

2. Any security classification or other release restrictions specified by the releasing authority will be applied and enforced by the recipient.

3. The Defense Mapping Agency and the Instituto Geografico Militar will not release outside of official United States of America Government and Republic of Argentina Government channels, any maps or cartographic documents or related data at a scale larger than 1:250,000 provided by the Instituto Geografico Militar and the Defense Mapping Agency without prior authorization of the Government of Argentina and of the Government of the United States.

4. Specific responsibilities and the necessary arrangements hereunder will be determined by the following agencies:

a. The Director of the Defense Mapping Agency is the principal United States agent and will be responsible for matters of United States policy, production plans, programming, and overall basic responsibilities under this agreement.

Under the Defense Mapping Agency, the Inter-American Geodetic Survey will serve as the United States point of contact and channel on matters which relate to implementation of this agreement, and any amendments thereto.

El Defense Mapping Agency Hydrographic/Topographic Center, como sucesor del Army Map Service, será responsable de la producción e intercambio de información relacionada con cartografía terrestre, datos geodesicos y asuntos conexos, como se expresa en el Anexo A.

b. El Director del Instituto Geográfico Militar es el agente principal Argentino y será responsable por los asuntos de la política y planes de producción, programación y responsabilidades básicas totales de Argentina conforme a este acuerdo. El Director del Instituto Geográfico Militar es el punto de contacto Argentino en asuntos referentes a la implementación de este acuerdo y cualquier enmienda al mismo.

El Instituto Geografico Militar será responsable de la producción e intercambio relacionados con la cartografía terrestre, los datos geodésicos y geofísicos y asuntos relacionados, según se especifica en el Anexo A.

The Defense Mapping Agency Hydrographic/Topographic Center, as successor to the Army Map Service, will be responsible for production and exchange of information in connection with land mapping, geodetic data, and related materials as stated in Annex A.

b. The Director of the Instituto Geografico Militar is the principal Argentine agent and will be responsible for matters of Argentine policy, programming, and overall basic responsibilities under this agreement. The Director of the Instituto Geografico Militar is the Argentine point of contact on matters which will relate to implementation of this agreement and any amendments thereto.

The Instituto Geografico Militar will be responsible for production and exchange in connection with land mapping, geodetic and geophysical data, and related materials as stated in Annex A.

ARTICULO V

ESTADO DEL PERSONAL Y DEL EQUIPO

1. Los organismos cooperantes tomarán las medidas necesarias para facilitar las entradas y salidas a sus países del personal, equipo y materiales relativos a las operaciones conjuntas.

2. El personal, equipo y materiales empleados por el gobierno de los Estados Unidos en relación con este Acuerdo, permanecerán bajo el control del representante designado del Defense Mapping Agency.

3. El personal, equipo y los materiales suministrados por el gobierno Argentino relativos a este Acuerdo, permanecerán bajo el control del representante designado del Instituto Geográfico Militar.

ARTICLE V

STATUS OF PERSONNEL AND EQUIPMENT

1. The cooperating agencies will take the necessary steps to facilitate entries and departures between their countries of personnel, equipment and materials connected with joint operations.

2. Personnel, equipment, and materials employed by the United States Government in connection with this agreement will remain under the control of the appointed representative of the Defense Mapping Agency.

3. Personnel, equipment, and materials provided by the Government of Argentina in connection with this agreement will remain under the control of the appointed representative of the Instituto Geografico Militar.

ARTICULO VI

TEXTO OFICIAL, REVISION Y FECHA DE VIGENCIA

1. El presente acuerdo se redacta y firma en los dos idiomas oficiales: español e inglés; considerandose ambos igualmente autenticos.

2. Este acuerdo estará sujeto a revisión en cualquier oportunidad, después de que cualquiera de los organismos cooperantes haya notificado por escrito al otro, informándole que desea efectuar consultas con el proposito de hacer una enmienda.

3. Los convenios señalados en este acuerdo entrarán en vigor al notificarse las partes de la aprobación del Acuerdo por sus respectivos gobiernos y permanecera vigente hasta seis meses después de que cualquiera de los organismos cooperantes haya notificado al otro de su intención de dar por terminado el acuerdo aquí especificado.

Director (Subdirector a/c de la Dirección)
Instituto Geografico Militar
CNL D JORGE ALBERTO BAVASTRO

BUENOS AIRES, 11 de julio de 1983.-

ARTICLE VI

OFFICIAL TEXT, REVIEW AND ENTRY INTO EFFECT

1. This agreement is written and signed in two official languages: Spanish and English both being considered equally authentic.

2. This agreement will be subject to review at any time upon written notice by either of the cooperating agencies to the other that it wishes to consult with a view to amendment.

3. The terms of this agreement will come into effect when the parties have been notified by their respective governments of the approval of the agreement and will remain in force until six months after either of the cooperating agencies shall have notified the other of its intention to terminate the agreement specified herein.

Wm. B. Webb

Director
Defense Mapping Agency
Brigadier General D WILLAM B. WEBB

BUENOS AIRES, july 11, 1983.

ANEXO A

PROYECTO DE ACUERDO ENTRE EL ARMY MAP SERVICE (USA) Y EL INSTITUTO GEOGRAFICO MILITAR (ARGENTINA)

El propósito de este acuerdo es establecer el intercambio e intersuministro de mapas, materiales y publicaciones cartográficos entre las respectivas organizaciones cartográficas.

1. El Army Map Service (USA) y el Instituto Geográfico Militar (Argentina) harán lo siguiente:

   a. Intercambiar, en base gratuita, mapas y material cartográfico (no se incluirán las coordenadas en el material) pertinentes a sus respectivos Catálogos Cartográficos, además de publicaciones en las cantidades indicadas en el Apéndice I.

   b. Efectuar el intersuministro de mapas y el abastecimiento de los materiales de reproducción bajo un requerimiento específico, sujeto a un pago de quid pro quo o reembolso a base de costo, conforme a las circunstancias.

2. Cualquiera parte es libre de utilizar el material obtenido bajo las estipulaciones de este acuerdo, sujeto a la protección de los derechos de propiedad literaria.

3. El intercambio o intersuministro de material clasificado/reservado estará sujeto a las condiciones siguientes:

   a. El material recibirá la misma protección de seguridad facilitada por la nación receptora como la brindada por la nación otorgante.

   b. El material sólo se usará para fines militares.

   c. El material no será proporcionado a ninguna otra nación, de ninguna manera, sin el consentimiento previo de la agencia productora.

ANNEX A

MEMORANDUM OF ARRANGEMENTS BETWEEN THE ARMY MAP SERVICE (USA) AND THE INSTITUTO GEOGRAFICO MILITAR

The purpose of this agreement is to establish the exchange and intersupply of maps, map material and publications between the respective mapping organizations.

1. The Army Map Service (USA) and the Instituto Geográfico Militar (Argentina) will:

   a. Exchange, on a gratis basis, maps and map material (coordinates will not be included in the material) relevant to their respective Map Catalogs, and publications in the quantities enumerated by Appendix I.

   b. Effect the intersupply of maps and the provision of their reproduction material upon specific request, subject to payment on a quid pro quo or reimbursement of cost basis, according to circumstances.

2. Either party is free to utilize material obtained under the provisions of this arrangement, subject to the protection of copyrights.

3. Exchange or intersupply of classified material will be subject to the following conditions:

   a. The material will be given the same security protection by the recipient nation as is afforded by the releasing nation.

   b. The material will be used for military purposes only.

   c. The material will not be supplied to any other nation, in any form, without the consent of the producing agency.

4. Nada en este proyecto de acuerdo limitará propuestas adicionales por cualquiera de las partes hacia la modificación o extensión del ámbito del acuerdo.

INSTITUTO GEOGRAFICO MILITAR
(ARGENTINA)

FECHA: 2 de octubre de 1956

4. Nothing in this arrangement will restrict a further approach by either party toward modifying or extending the scope of the arrangement.

ARMY MAP SERVICE (USA)
J.D. ABELL, Colonel
Corps of Engineers

DATE: 2 October 1956

APENDICE I

1. El Army Map Service proporcionará (automática y mensualmente):

   a. Dos (2) copias de hojas nuevas o revisadas para las series incluidas en la Parte I del catálogo, según se publiquen.

   b. Dos (2) copias de catálogos de mapas y listas de publicaciones, incluyendo todos los suplementos, revisiones e índices, según se publiquen.

   c. Dos (2) copias de los Boletines del Army Map Service no clasificados, según se publiquen.

2. El Instituto Geográfico Militar proporcionará (automática y mensualmente):

   a. Siete (7) copias de mapas nuevos o revisados listados en el catálogo, según se publiquen.

   b. Cuatro (4) copias de catálogos de mapas y listas de publicaciones, incluyendo todos los suplementos, revisiones e índices, según se publiquen.

   c. Cuatro (4) copias de publicaciones no clasificadas, según se publiquen.

APPENDIX I

1. The Army Map Service will furnish (automatically, on a monthly basis):

   a. Two (2) copies of new or revised sheets for the series included in Part I of the catalog as they are published.

   b. Two (2) copies of catalogs of maps and lists of publications, including all supplements, revisions and indexes as they are published.

   c. Two (2) copies of unclassified Army Map Service Bulletins as they are published.

2. The Instituto Geografico Militar will furnish (automatically, on a monthly basis):

   a. Seven (7) copies of new or revised maps listed in the catalog as tney are published.

   b. Four (4) copies of catalogs of maps and publications including all supplements, revisions and indexes as they are published.

   c. Four (4) copies of unclassified publications as they are published.

APENDICE II

Definiciones y Notas Suplementarias:

1. El catálogo al que se hace referencia en el acuerdo básico se considera parte integral del acuerdo. La Parte I del catálogo incluye series para las cuales los mapas se proporcionarán automáticamente. La Parte II incluye series para las cuales los mapas se proporcionarán según se requieran.

2. En la definición de "intercambio", el Apéndice I indica las cantidades precisadas en una base automática. Solicitudes adicionales pueden suministrarse mediante requerimientos específicos.

3. Para fines de este acuerdo, el término "intersuministro" se define como el suministro de mapas solicitado por cualquiera de las partes, más allá de la cantidad y clase especificadas en el intercambio automático.

4. Donde se mencionan "mapas" y "material cartográfico" en el acuerdo básico o en el Apéndice I, se propone que se suministren automáticamente diccionarios y glosarios geográficos con un mapa o series de mapas, pero que los materiales no publicados se suministren bajo requerimientos específicos.

5. El párrafo 4 del acuerdo básico propone establecer una vía directa, formal de comunicación entre los directores de las dos organizaciones con el fin de rectificar o ejecutar prontamente, omisiones leves provenientes de las modificaciones a este acuerdo.

APPENDIX II

Definitions and supplementary Notes:

1. The catalog referred to in the basic arrangement is considered an integral part of the arrangement. Part I of the catalog includes series for which maps will be furnished automatically. Part II includes series for which maps will be supplied on a request basis.

2. In the definition of "exchange", Appendix I states quantities needed on an automatic basis. Additional needs can be supplied through specific requests.

3. For the purposes of this arrangement, the term "intersupply" is defined as the supply of maps requested by either party beyond the specified quantity and kind of the automatic exchange.

4. Where "maps" and "map material" are mentioned in the basic arrangement or in Appendix I, it is intended that published gazetteers and glossaries will be supplied automatically with a map or map series, but that unpublished materials, will be supplied on specific request.

5. Paragraph 4 of the basic arrangement is intended to establish a direct formal line of communication between the heads of the two organizations so that minor omissions from or modifications to this arrangement can be rectified or implemented expeditiously.

FINLAND

Transportation: Icebreaking Technology

Agreement extending the agreement of July 23, 1981.
Signed at Washington May 9 and June 13, 1983;
Entered into force June 13, 1983.

AMENDMENT ONE TO THE PROJECT AGREEMENT

BETWEEN THE DEPARTMENT OF TRANSPORTATION OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF TRADE AND INDUSTRY OF THE REPUBLIC OF FINLAND

FOR COOPERATION IN THE FIELD OF ICEBREAKING TECHNOLOGY

1. AMENDMENT:

The Project Agreement between the Department of Transportation of the United States of America (DOT) and the Ministry of Trade and Industry of the Republic of Finland (MTI) entered into on July 23, 1981[1] is hereby extended by mutual agreement. Paragraph 7 of the Project Agreement is amended to read as follows:

"This Agreement shall remain in force unless terminated by either party upon sixty (60) days written notification to the other party."

All other terms of the Project Agreement remain in force.

For the Department of Transportation of the United States of America

REAR ADMIRAL N. C. VENZKE, USCG
Date: 9 May 1983

For the Ministry of Trade and Industry of the Republic of Finland

Pauli Opas Ambassador
Date: 13 June 1983

[1] TIAS 10223; 33 UST 3261.

PERU

Trade: Tokyo Round of the Multilateral Trade Negotiations—Concessions and Contributions

Memorandum of understanding signed at Geneva March 8, 1979;
Entered into force February 8, 1980.
With addendum
Signed at Lima June 28, 1979;
And related letters
Signed at Washington January 24 and 29, 1980.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MULTILATERAL TRADE NEGOTIATORS OF
THE UNITED STATES AND PERU
MARCH 8, 1979

1. This memorandum sets forth the mutual trade concessions and contributions to the Multilateral Trade Negotiations agreed on a personal and tentative basis by the participants.

Neither government of the participants is bound by this understanding. Implementation of the understanding is dependent on the contingencies set forth in the following paragraphs.

2. In accordance with the provisions of paragraph 5 of the Tokyo Declaration,[1] Peru is willing to make a contribution to the Multilateral Trade Negotiations consistent with its level of economic development and its commitments under the Cartagena Agreement. In this light, the Government of Peru notes several contributions toward trade liberalization already made by Peru which respond to the general thrust of United States' requests. These actions form an important part of Peru's contribution to the MTN. The contributions include:

A. The concessions described in the document titled: "Contribution of the member countries of the Andean Group to the Multilateral Trade Negotiations" presented on 27 June, 1978.

B. Favorable consideration of its adhesion to those codes in which special and differential treatment is acceptable.

C. Elimination of the tax for statistics

D. Elimination of the 4% maritime freight tax

E. Elimination of the fines for errors or omissions where fraud is not intended.

3. Peru will respond favorably to United States product specific requests as follows:

A. Licensing: Peru will grant automatic licenses on the products listed below except in cases justified by GATT, particularly when it does not affect the levels of employment in the respective productive activities.

[1] Dated Sept. 14, 1973. *Department of State Bulletin,* Oct. 8, 1973, p. 451.

TARIFF NUMBER	PRODUCT DESCRIPTION
10.07	grain sorghum for feed use
21.07	protein concentrates
35.04	vegetable protein isolates
39.02.01.00	polyethylene
39.02.05.03	polyvinyl chloride copolymers
39.02.08.00	polyacrylic and polymethacrylic derivatives
39.02.09.00	polyproylene
39.02.29.00	other resins
39.02.41.21	insulating tape
47.01.04.99	chemical wood pulp - other
83.02.03.00	automatic door closers
90.24.02.00	thermostats

B. Automatic licensing on these products shall not be administered in a manner so as to have trade restricting effects. Automatic licenses will be issued freely upon application, provided that the importer has fulfilled the legal requirements for the issuance of such licenses.

C. Tariffs: Peru will respond to United States tariff requests with tariff bindings or ceiling bindings as follows:

TARIFF NUMBER	DESCRIPTION	ANDEAN CXT RATE	BOUND RATE
39.02.01.00	Polyethylene	30%	40%
39.02.05.03	Polyvinyl chloride copolymers	30%	40%
39.02.08.00	Polyacrylic and polymethacrylic derivatives	30%	40%
39.02.09.00	Polyproylene	30%	35%
39.02.41.21	Insulating tape	35%	35%
47.01.04.99	Chemical wood pulp - other	20%	20%
83.02.03.00	Automatic door closers	35%	35%

4. The United States, for its part, will maintain its offer on the following products principally and substantially supplied by Peru:

TSUS	PRODUCT	CURRENT DUTY	OFFER
	PRINCIPAL		
140.25	Cowpeas, blackeye, dried, desiccated or dehydrated	1.9%	0.0
300.20	Raw cotton, staple 1-11/16 inches or more	1.75 cents per pound	0.7 cents per pound
301.50	Yarn white cotton not bleached mercerized color	11.2%	8.7
306.52	Alpaca llama a vicuna hair greasy	1.3%	0.0
367.10	Other wool furnish knit ex pile or tufted in	11.8%	9.0
602.30	All copper-bearing ores, nes	1.0%	0.0
624.04	Lead waste and scrap	5.8%	2.3
628.45	Indium, unwrought, waste and scrap	5.0%	0.0
367.30	Other wool furnishings	16.0%	7.5

The inclusion of the following products at the cited rates in this agreement will depend upon negotiations with the principal suppliers.

	SUBSTANTIAL		
300.15	Cotton, not carded etc. staple	3 1/2 cents per pound	2 cents per pound
601.54	Tungsten ore	4.7%	3.3

Elsa Arciniega [1]
Peruvian Delegation

[2]
United States Delegation

REPRESENTACION PERMANENTE DEL PERU GINEBRA

[1] Elsa Arciniega.
[2] Jon Rosenbaum.

DELEGACION PERMANENTE DEL PERÚ
ANTE LA OFICINA EUROPEA DE LAS
NACIONES UNIDAS

MEMORANDUM DE ENTENDIMIENTO
ENTRE LOS NEGOCIADORES DE LOS ESTADOS UNIDOS Y DEL PERU
EN LAS NEGOCIACIONES COMERCIALES MULTILATERALES
8 DE MARZO DE 1979

1. En el presente memorandum se enuncian las concesiones comerciales mutuas y las contribuciones a las negociaciones comerciales multilaterales acordadas por los participantes a título personal y tentativo.

Ninguno de los gobiernos de los participantes queda obligado por este entendimiento y la aplicación del mismo dependerá de que se cumplan los supuestos mencionados en los párrafos siguientes.

2. De conformidad con las disposiciones del párrafo 5 de la Declaración de Tokio, el Perú está dispuesto a aportar a las negociaciones comerciales multilaterales una contribución que esté en consonancia con el nivel de su desarrollo económico y con los compromisos que ha contraído en virtud del Acuerdo de Cartagena. En este contexto el Gobierno del Perú señala la existencia de diversas contribuciones orientadas hacia la liberación del comercio que ya ha hecho el Perú y que responden a la dirección general de las peticiones de Estados Unidos. Estas medidas constituyen una parte importante de la contribución del Perú a las NCM, y entre ellas cabe citar las siguientes:

A. Las concesiones que se describen en el documento titulado: "Contribución de los países miembros del Grupo Andino a las negociaciones comerciales multilaterales", presentado el 27 de junio de 1978.

B. La consideración favorable de su adhesión a aquellos códigos en los que el trato especial y diferenciado sea aceptable.

C. La eliminación del impuesto estadístico.

D. La eliminación del impuesto del 4 por ciento sobre el flete marítimo.

E. La eliminación de las sanciones por errores u omisiones que no sean de carácter fraudulento.

3. El Perú responderá favorablemente a las peticiones específicas de los Estados Unidos en materia de productos, a saber:

A. Licencias: el Perú otorgará licencias automáticas para los productos enumerados a continuación, salvo en los casos justificados por el GATT, particularmente cuando ello no afecte a los niveles de empleo en las respectivas actividades de producción.

PARTIDA ARANCELARIA	DESCRIPCION DEL PRODUCTO
10.07	sorgo para piensos
21.07	concentrados de proteínas
35.04	materias protéicas vegetales aisladas
39.02.01.00	polietilenos
39.02.05.03	copolímeros de cloruro de polivinilo
39.02.08.00	derivados poliacrílicos y polimetacrílicos
39.02.09.00	polipropileno
39.02.29.00	otras resinas
39.02.41.21	cintas aislantes
47.01.04.99	las demás pastas químicas de madera
83.02.03.00	cierrapuertas automáticos
90.24.02.00	termostatos

B. Las licencias automáticas para estos productos no se administrarán de manera que tengan efectos restrictivos sobre el comercio. Las licencias automáticas se expedi-

rán libremente cuando se soliciten, siempre que el importador haya cumplido los requisitos legales para la expedición de dichas licencias.

C. Aranceles: el Perú responderá a las peticiones de los Estados Unidos en materia arancelaria con consolidaciones de derechos o consolidaciones de límites máximos, a saber:

PARTIDA ARANCELARIA	DESIGNACION	TASA DEL AEC ANDINO	DERECHO CONSOLIDADO
39.02.01.00	Polietilenos	30%	40%
39.02.05.03	Copolímeros de cloruro de polivinilo	30%	40%
39.02.08.00	Derivados poliacrílicos y polimetacrílicos	30%	40%
39.02.09.00	Polipropileno	30%	35%
39.02.41.21	Cintas aislantes	35%	35%
47.01.04.99	Las demás pastas químicas de madera	20%	20%
83.02.03.00	Cierrapuertas automáticos	35%	35%

4. Por su parte, los Estados Unidos mantendrán su oferta sobre los siguientes productos principal y sustancialmente suministrados por el Perú:

ARANCEL DE LOS EE.UU.	PRODUCTOS	DERECHO ACTUAL	OFERTA
ABASTECEDOR PRINCIPAL			
140.25	Dólicos de manchas negras, secos, desecados o deshidratados	1,9%	0,0
300.20	Algodón sin cardar, igual o superior a 1-11/16 pulgadas	1,75 centavos por libra	0,7 centavos por libra
301.50	Hilados de algodón sin blanquear, mercerizar ni colorear	11,2%	8,7

306.52	Pelos de alpaca, de llama y de vicuña, con suarda	1,3%	0,0
367.10	Otros artículos de moblaje de lana, de géneros de punto, excepto los que sean de pelo	11,8%	9,0
602.30	Todos los minerales que contengan cobre, n.e.p.	1,0%	0,0
624.04	Desperdicios y desechos de plomo	5,8%	2,3
628.45	Indio en bruto; desperdicios y desechos de indio	5,0%	0,0
367.30	Otros artículos de moblaje de lana	16,0%	7,5

La inclusión de los siguientes productos con los tipos de derechos citados en el presente acuerdo dependerá de las negociaciones con los principales abastecedores.

ABASTECEDOR SUSTANCIAL

300.15	Algodón sin cardar, etc., de una longitud de fibra superior a 1-1/8 pulgadas, pero inferior a 1-11/16 pulgadas	3 1/2 centavos por libra	2 centavos por libra
601.54	Minerales de volframio	4,7%	3,3

ELSA ARCINIEGA
Delegación del Perú

JON ROSENBAUM
Delegación de los Estados Unidos

EMBASSY OF THE
UNITED STATES OF AMERICA
Lima, PERU

ADDENDUM TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE MULTILATERAL TRADE
NEGOTIATORS OF THE UNITED STATES AND PERU
June 28, 1979

1. The Memorandum of Understanding between the Multilateral Trade Negotiators of the United States and Peru signed in Geneva, Switzerland on March 8, 1979 is amended as follows:

   A. Peru withdraws its offer to bind the tariff on 39.02.41.21 - insulating tape - but will maintain its licensing assurances commitment in paragraph 3A of the Memorandum on this product.

   B. To replace this withdrawal, Peru will:
      1. Bind in the GATT the tariff on 39.02.29.00 - other resins - at 30 percent and assure automatic licensing on this product in acoordance with paragraph 3A of the Memorandum. This concession will enter into-force on July 1, 1983.

      2. Reduce the level of tariff bindings on the following products in the Memorandum:

Tariff Number	Product Description	New Bound Offer Rate
39.02.01.00	Polyethylene	30 percent
39.02.05.03	Polyvinyl chloride copolymers	30 percent
39.02.08.00	Polyacrylic and Poly-methacrylic derivatives	30 percent
39.02.09.00	Polypropylene	30 percent

2. The Government of Peru will accept or reject this ad referendum Memorandum and its Addendum by August 15, 1979, or they will become null and void. The Government of the United States has approved the Memorandum and will notify the Government of Peru of its acceptance or rejection of this Addendum by August 15, 1979. The Government of the United States recognizes that the Government of Peru must obtain the approval of the other members of the Andean Pact for the tariff bindings in this Memorandum and Addendum.

3. The Government of the United States recognizes Peru's current development status and trade liberalization policy and promises to consider making additional tariff reductions on products of interest to Peru, within the authority provided by the United States Congress. Peru is willing to make contributions to obtain these reductions and to that effect has delivered a list of tentative offers of products in which it would make substantial tariff reductions in return for a counter-offer in which the United States would include those products on a list which has also been delivered and which are of special interest to Peru. The United States Government will notify the Government of Peru by August 15, 1979 if it will be able to entertain additional negotiations in this regard.

Lima, June 28, 1979

For the Delegation of Peru to the Multilateral Trade Negotiations

For the Delegation of the United States of America to the Multilateral Trade Negotiations

[RELATED LETTERS]

OFFICE OF THE SPECIAL REPRESENTATIVE
FOR TRADE NEGOTIATIONS
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON
20506

JAN 24 1980

His Excellency
Alfonso Arias-Schreiber
Ambassador of the
Embassy of Peru
1700 Massachusetts Avenue. N.W.
Washington, D.C. 20036

Dear Mr. Ambassador:

I refer to the Memorandum of Understanding of March 8, 1979 and to the Addendum thereto of June 28, 1979, both negotiated between our Governments during the Multilateral Trade Negotiations.

The United States intends to treat these two documents, the tariff provisions of which have been superseded by Schedule XX (United States) to the Geneva (1979) Protocol[1] and Schedule XXXV (Peru) to the Supplementary Protocol,[2] as agreements between our two Governments as contracting parties to GATT,[3] effective (notwithstanding paragraph 1 of the Memorandum) when both these schedules have become schedules to GATT.[4] It is also intended to notify these agreements to the GATT Secretariat.

Sincerely,

Robert C. Cassidy, Jr.
General Counsel

[1] Done June 30, 1979. TIAS 9629; 31 UST 1015.
[2] Done Nov. 22, 1979. TIAS 10559; 34 UST.
[3] Done Oct. 30, 1947. TIAS 1700; 61 Stat., pts. 5 and 6; 4 Bevans 639.
[4] Feb. 8, 1980.

PERUVIAN EMBASSY
WASHINGTON, D. C. 20036

January 29, 1980

Mr. Robert C. Cassidy, Jr.
General Counsel
Office of the Special Representative
for Trade Negotiations
Executive Office of the President
Washington, D. C. 20506

Dear Mr. Cassidy:

Thank you for your letter of January twenty-fourth stating that the United States intends to treat the Memorandum of Understanding of March 8, 1979, and the Addendum thereto of June 28, 1979, negotiated during the Multilateral Trade Negotiations, as agreements between our two Governments as contracting parties to GATT, effective when the superseding tariff schedules XX and XXXV have become schedules to GATT.

This information has been forwarded to the Ministry of Foreign Relations in Lima.

Sincerely yours,

ALFONSO ARIAS-SCHREIBER
Ambassador

TIAS 10732

NETHERLANDS

Extradition

Treaty signed at The Hague June 24, 1980;
Transmitted by the President of the United States of America to the Senate May 28, 1981 (Treaty Doc. No. 97–7, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 20, 1981 (S. Ex. Rept. No. 97–33, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate December 2, 1981;
Ratified by the President January 4, 1982;
Ratified by the Netherlands for the Kingdom in Europe and the Netherlands Antilles July 12, 1983;
Ratifications exchanged at Washington August 16, 1983;
Proclaimed by the President October 11, 1983;
Entered into force September 15, 1983.

By the President of the United States of America

A PROCLAMATION

Considering that:

The Extradition Treaty between the United States of America and the Kingdom of the Netherlands was signed at The Hague on June 24, 1980, the text of which, in the English and Dutch languages, is hereto annexed;

The Senate of the United States of America by its resolution of December 2, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on January 4, 1982, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Kingdom of the Netherlands;

It is provided in Article 21 of the Treaty that the Treaty shall enter into force 30 days after the exchange of the instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on August 16, 1983; and accordingly the Treaty entered into force on September 15, 1983;

Now, therefore, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty, to the end that it be observed and fulfilled with good faith on and after September 15, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

In testimony whereof, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

Done at the city of Washington this eleventh day of October in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[seal]

Ronald Reagan

By the President:

George P. Shultz

Secretary of State

Extradition treaty between the United States of America and the Kingdom of the Netherlands

The Government of the United States of America and the Government of the Kingdom of the Netherlands;

Desiring to provide for more effective cooperation between the two States in the repression of crime; and

Desiring to make a new Treaty for the reciprocal extradition of offenders;

Have agreed as follows:

Article 1

Obligation to Extradite

The Contracting Parties agree to extradite to each other, subject to the provisions described in this Treaty, persons found in the territory of one of the Contracting Parties who have been charged with an offense, found guilty of committing an offense, or are wanted for the enforcement of a judicially pronounced penalty involving a deprivation of liberty or detention order.

Article 2

Extraditable Offenses and Jurisdiction

1. Extraditable offenses under this Treaty are:

a. Offenses referred to in the Appendix to this Treaty which are punishable under the laws of both Contracting Parties;

b. Offenses, whether listed in the Appendix to this Treaty or not, provided they are punishable under the Federal laws of the United States of America and the laws of the Kingdom of the Netherlands.

In this connection it shall not matter whether or not the laws of the Contracting Parties place the offense within the same category of offenses or denominate an offense by the same terminology.

2. Extradition shall be granted in respect of an extraditable offense:

a. For prosecution, if the offense is punishable under the laws of both Contracting Parties by deprivation of liberty for a period exceeding one year;

b. For the imposition of a penalty or detention order, if the offense is punishable under the laws of both Contracting Parties by deprivation of liberty for a period exceeding one year; or

c. For the enforcement of a penalty or detention order for such an offense, if the duration of the penalty or detention order still to be served amounts to at least four months.

3. Extradition shall be granted in respect of an extraditable offense committed outside the territory of the Requesting State if:

a. The courts of the Requested State would be competent to exercise jurisdiction in similar circumstances, or

b. The person sought is a national of the Requesting State.

4. Subject to the conditions set out in paragraphs 1, 2 and 3, extradition shall also be granted:

a. For attempts to commit or participation in an extraditable offense, including participation in an association of persons whose intention it is to commit the offense;

b. For any extraditable offense when, for the purpose of granting jurisdiction to the United States Government, transportation of persons or property, the use of the mails or other means of carrying out interstate or foreign commerce is also an element of the specific offense.

5. When extradition has been granted in respect of an extraditable offense, it may also be granted in respect of any other extraditable offense which would otherwise not be extraditable only by reason of the operation of paragraph 2.

Article 3

Territorial Application

For the purpose of this Treaty the territory of a Contracting Party shall include all territory under the jurisdiction of that Contracting Party, including airspace and territorial waters.

Article 4

Political and Military Offenses

1. Extradition shall not be granted when in the view of the Requested State the offense for which extradition is requested is of a political character, is connected with an offense of a political character, or it is established that extradition is requested for political purposes.

2. For the purpose of this Treaty a murder or wilful crime against the life or physical integrity of a Head of State or Head of Government of one of the Contracting Parties or of a member of that person's family, including attempts to commit such offenses, shall not be deemed to be offenses within the meaning of paragraph 1.

3. Extradition shall not be granted when the offense for which extradition is requested is a purely military offense.

4. It shall be the responsibility of the Executive Authority of the Requested State to decide on any question raised under this Article, except to the extent that the national laws of that State expressly grant such powers to its courts.

Article 5

Prior Jeopardy for the Same Offense

Extradition shall not be granted when:

a. The person sought is being proceeded against, has been prosecuted, or has been tried and convicted or acquitted by the Requested State for the offense for which extradition is requested; or,

b. The person sought is otherwise immune from prosecution for the offense for which extradition is requested by reason of the law in the Requested State relating to prior jeopardy.

Article 6

Lapse of Time

Extradition shall not be granted when the prosecution or the enforcement of the penalty for the offense for which extradition has been sought has become barred by lapse of time according to the law of the Requested State.

Article 7

Capital Punishment and Special Circumstances

1. When the offense for which extradition is requested is punishable by death under the laws of the Requesting State and the laws of the Requested State do not permit such punishment for that offense, extradition may be refused unless the Requesting State furnishes such assurances as the Requested State considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

2. In special circumstances, having particular regard to the age, health or other personal condition of the person sought, the Executive Authority of the Requested State may refuse extradition if it has reason to believe that extradition will be incompatible with humanitarian considerations.

Article 8

Extradition of Nationals

1. In the event there is a treaty in force between the Contracting Parties on the execution of foreign penal sanctions, neither Contracting Party may refuse to extradite its own nationals solely on the basis of their nationality.

2. As long as there is no treaty in force between the Contracting Parties on the execution of foreign penal sanctions, neither Contracting Party shall be bound to extradite its own nationals, but the Executive Authority of the Requested State shall, if not prevented by the law of that State, have the power to extradite them if, in its discretion, it be deemed proper to do so.

3. If extradition is not granted solely on the basis of the nationality of the person sought, the Requested State shall, at the request of the Requesting State, submit the case to its competent authorities for the purpose of prosecution, provided that the offense constitutes a criminal offense under the law of that State and that State has jurisdiction over the offense.

Article 9

Extradition Procedures and Required Documents

1. The request for extradition shall be made through the diplomatic channel.

2. The request for extradition shall be accompanied by:

a. All available information concerning the identity, nationality, and probable location of the person sought;

b. A statement of the facts of the case including, if possible, the time and location of the crime;

c. The provisions of the law describing the essential elements and the designation of the offense for which extradition is requested;

d. The provisions of the law describing the punishment for the offense;

e. The provisions of the law providing for jurisdiction when the offense was committed outside of the territory of the Requesting State.

3. A request for extradition relating to a person sought for the purpose of prosecution shall be accompanied by:

a. The original or a certified copy of the warrant of arrest issued by a judge or other competent judicial officer of the Requesting State; and

b. Such evidence as, according to the law of the Requested State, would justify that person's arrest and committal for trial if the offense had been committed there, including evidence establishing that the person sought is the person to whom the warrant of arrest refers.

4. A request for extradition relating to a convicted person shall be accompanied by:

a. The original or certified copy of the judgment of conviction pronounced by a court of the Requesting State;

b. Evidence establishing that the person sought is the person to whom the conviction refers.

If the person was found guilty but not sentenced, the request for extradition shall be accompanied by a statement to that effect by the appropriate court and by the original or certified copy of the warrant of arrest.

If the convicted person was sentenced, the request for extradition shall be accompanied by the original or certified copy of the sentence imposed, a statement that the sentence has final and binding effect and is enforceable and a statement showing to what extent the sentence has not been carried out.

5. The documents to be submitted in support of the request for extradition, in accordance with this Article and Article 10, shall be translated into the language of the Requested State.

6. The documents which, according to this Article, shall accompany the extradition request, shall be admitted in evidence when:

a. In the case of a request emanating from the United States, they are signed by a judge or other competent officer;

b. in the case of a request emanating from the Kingdom of the Netherlands, they are signed by a judge or other judicial authority and are certified by the principal diplomatic or consular officer of the United States in the Kingdom of the Netherlands.

Article 10

Additional Evidence

1. If the competent authority of the Requested State considers that the evidence furnished in support of the request for the extradition of a person sought is not sufficient to fulfil the requirements of this Treaty, that State shall request the submission of necessary additional evidence. The Requested State may set a time limit for the submission of such evidence and, upon the Requesting State's application, may grant a reasonable extension of such time limit.

2. If the person sought has been taken into custody and the additional evidence or information submitted is not sufficient, or if such evidence or information is not received within the period specified by the Requested State, that person may be discharged from custody. However, such discharge shall not bar either the continued consideration of the request on the basis of supplemented documents, or, if a final decision has already been taken, the submission of a subsequent request for the same offense. In such a case it shall be sufficient if reference is made in the subsequent request to the supporting documents already submitted, provided these documents will be available at the extradition proceedings.

Article 11

Provisional Arrest

1. In case of urgency, either Contracting Party may request the provisional arrest of any accused or convicted person. Application for provisional arrest may be made either through the diplomatic channel or directly between the United States Department of Justice and the Ministry of Justice in the Netherlands, or the Ministry of Justice in the Netherlands Antilles, as the case may be.

2. The application shall contain: a description of the person sought, including, if available, the person's nationality; a brief statement of the facts of the case including, if possible, the time and location of the offense; a statement of the existence of a warrant of arrest or a judgment of conviction against that person; and a statement that a request for extradition of the person sought will follow.

3. On receipt of such an application the Requested State shall take the appropriate steps to secure the arrest of the person sought. The Requesting State shall be promptly notified of the result of its application.

4. Provisional arrest shall be terminated if, within a period of 60 days after the apprehension of the person sought, the Requested State has not received the formal request for extradition and the supporting documents mentioned in Article 9.

5. The termination of provisional arrest pursuant to paragraph (4) shall not prejudice the extradition of the person sought if the extradition request and the supporting documents mentioned in Article 9 are delivered at a later date.

Article 12

Decision and Surrender

1. The Requested State shall promptly communicate through the diplomatic channel to the Requesting State the decision on the request for extradition.

2. The Requested State shall give the reasons for any complete or partial rejection of the request for extradition.

3. If the extradition has been granted, surrender of the person sought shall take place within such time as may be prescribed by the law of the Requested State. The competent authorities of the Contracting Parties shall agree on the time and place of the surrender of the person sought. If, however, that person is not removed from the territory of the Requested State within such time as may be agreed, that person may be set at liberty and the Requested State may subsequently refuse extradition for the same offense.

Article 13

Delayed Decision and Temporary Surrender

After a decision on a request for extradition has been rendered in the case of a person who is being proceeded against or is serving a sentence in the territory of the Requested State for a different offense, the Requested State may:

a. Defer the surrender of the person sought until the conclusion of the proceedings against that person, or the full execution of any punishment that may be or may have been imposed; or

b. Temporarily surrender the person sought to the Requesting State solely for the purpose of prosecution. The person so surrendered shall be kept in custody while in the Requesting State and returned at the conclusion of the proceedings against that person in accordance with conditions to be determined by mutual agreement of the Contracting Parties.

Article 14

Requests for Extradition made by Third States

The Executive Authority of the Requested State, upon receiving requests from the other Contracting Party and from one or more third States for the extradition of the same person, either for the same offense or for different offenses, shall determine to which State it will extradite that person.

Article 15

Rule of Speciality

1. A person extradited under this Treaty shall not be detained, tried or punished in the territory of the Requesting State for an offense other than that for which extradition has been granted, nor be extradited by that State to a third State, unless:

a. That person has left the territory of the Requesting State after extradition and has voluntarily returned to it;
b. That person has not left the territory of the Requesting State within 30 days after being free to do so; or
c. The Executive Authority of the Requested State has consented to detention, trial, or punishment of that person for an offense other than that for which extradition was granted, or to extradition to a third State. For this purpose, the Requested State may require the submission of any document or statement mentioned in Article 9, including any statement made by the extradited person with respect to the offense concerned.

These stipulations shall not apply to offenses committed after extradition.

2. If the charge for which the person was extradited is legally altered in the course of proceedings, that person may be prosecuted or sentenced provided the offense under its new legal description is:

a. Based on the same set of facts contained in the extradition request and its supporting documents; and
b. Punishable by the same maximum penalty as, or a lesser maximum penalty than, the offense for which that person was extradited.

Article 16

Simplified Extradition

If the extradition of a person sought is not obviously precluded by the law of the Requested State and provided the person sought irrevocably agrees in writing to extradition after personally being advised by a judge or competent magistrate of other rights granted in formal extradition proceedings and the protection afforded by them that this person would lose, the Requested State may grant extradition without a formal extradition proceeding having taken place. In this case Article 15 shall not be applicable.

Article 17

Surrender of Property

1. To the extent permitted under the law of the Requested State and subject to the rights of third parties, which shall be duly respected, all articles, instruments, objects of value or documents relating to the offense, whether or not used for its execution, or which in any other manner may be evidence for the prosecution, shall at the request of the Requesting State be seized and surrendered upon the granting of the extradition. The property mentioned in this Article shall be handed over even if the extradition cannot be effected due to the death, escape or disappearance of the person sought.

2. The Requested State may condition the surrender of property upon a satisfactory assurance from the Requesting State that the property will be returned to the Requested State as soon as possible.

Article 18

Transit

1. Either Contracting Party may authorize the other transit through its territory of a person surrendered by a third State. The Contracting Party requesting transit shall provide the information mentioned in Article 11, paragraph 2, through channels provided in that Article. No such authorization is required where air transportation is used and no landing is scheduled on the territory of the other Contracting Party.

2. If an unscheduled landing on the territory of the other Contracting Party occurs, transit shall be subject to the provisions of paragraph 1. That Contracting Party may detain the person to be transitted for a period of 96 hours while awaiting the request for transit.

Article 19

Expenses

1. The Requested State shall review for legal sufficiency documentation in support of an extradition request prior to submission to its judicial authorities and shall present the request of the Requesting State to such authorities.

2. Expenses related to the translation of documents supporting the request for extradition and to the transportation of the person sought shall be borne by the Requesting State. All other expenses related to the extradition request and proceedings shall be borne by the Requested State. No pecuniary claim, arising out of the arrest, detention, examination and surrender of persons sought under the terms of this Treaty, shall be made by the Requested State against the Requesting State.

Article 20

Scope of Application

This Treaty shall apply to offenses encompassed by Article 2 committed before as well as after the date this Treaty enters into force.

Article 21

Ratification and Entry into Force

1. This Treaty shall be subject to ratification; the instruments of ratification shall be exchanged in Washington . . . as soon as possible.

2. This Treaty shall enter into force 30 days after the exchange of the instruments of ratification. [1]

3. On entry into force of this Treaty, the Convention for the Extradition of Criminals of June 2, 1887 [2] and the Treaty Extending the Extradition Convention of January 18, 1904, [3] Between the United States of America and the Kingdom of the Netherlands shall cease to have effect, provided that any extradition proceedings pending in the Requested State at the time this Treaty enters into force shall remain effective thereafter.

4. If the instrument of ratification for the Kingdom of the Netherlands does not provide for simultaneous entry into force of the present Treaty for both of its constituent parts, [4] the Agreements mentioned in paragraph 3 above will remain in force between the United States of America and that part of the Kingdom of the Netherlands not yet bound to the present Treaty.

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[1] Sept. 15, 1983.

[2] TS 256; 26 Stat. 1481; 10 Bevans 47.

[3] TS 436; 33 Stat. 2257; 10 Bevens 53.

[4] In accordance with the instrument of ratification, the treaty applies to the Kingdom in Europe and the Netherlands Antilles.

Article 22

Territory of the Kingdom of the Netherlands

As regards the Kingdom of the Netherlands, the present Treaty shall apply to the territory of the Kingdom in Europe and to the Netherlands Antilles, unless the instrument of ratification of the Government of the Kingdom of the Netherlands, referred to in Article 21, shall otherwise provide.

Article 23

Denunciation

1. Either Contracting Party may terminate this Treaty at any time by giving notice to the other Party and the termination shall be effective six months after the date of receipt of such notice.

2. Termination of this Treaty by the Government of the Kingdom of the Netherlands may be limited to one of the constituent parts of the Kingdom.

DONE at The Hague . . on 24 June 1980 in duplicate in the English and Dutch languages, each version being equally authentic.

Uitleveringsverdrag tussen de Verenigde Staten van Amerika en het Koninkrijk der Nederlanden

De Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden;

Verlangend een regeling te treffen met het oog op een doeltreffender samenwerking tussen de beide Staten bij de bestrijding van de misdaad; en

Verlangend een nieuw verdrag te sluiten inzake de wederzijdse uitlevering van delinquenten;

Zijn overeengekomen als volgt:

Artikel 1

Verplichting tot uitlevering

De Verdragsluitende Partijen komen overeen, met inachtneming van de in dit Verdrag opgenomen bepalingen personen aan elkaar uit te leveren die worden aangetroffen op het grondgebied van een van de Verdragsluitende Partijen en tegen wie een strafvervolging is ingesteld, die schuldig zijn bevonden aan het plegen van een strafbaar feit of die worden gezocht met het oog op de tenuitvoerlegging van een door de rechter opgelegde straf of maatregel, welke vrijheidsbeneming met zich mede brengt.

Artikel 2

Feiten die tot uitlevering kunnen leiden en rechtsmacht

1. Feiten die tot uitlevering kunnen leiden krachtens dit verdrag zijn:

a. feiten, vermeld in de Bijlage bij dit Verdrag, die strafbaar zijn krachtens de wetten van beide Verdragsluitende Partijen;

b. feiten, al dan niet in de Bijlage bij dit Verdrag opgenomen, mits zij strafbaar zijn krachtens de federale wetten van de Verenigde Staten van Amerika en de wetgeving van het Koninkrijk der Nederlanden.

In dit verband is het niet van belang of de wetten van de Verdragsluitende Partijen het feit onder dezelfde categorie strafbare feiten rangschikken dan wel een feit met dezelfde termen aanduiden.

2. Uitlevering wordt toegestaan voor feiten die tot uitlevering kunnen leiden:

a. met het oog op vervolging, indien het feit krachtens het recht van beide Verdragsluitende Partijen strafbaar is gesteld met een vrijheidsstraf van meer dan een jaar;

b. met het oog op de oplegging van een straf of maatregel, indien het feit krachtens het recht van beide Verdragsluitende Partijen strafbaar is gesteld met een vrijheidsstraf van meer dan een jaar; of

c. met het oog op de tenuitvoerlegging van een straf of maatregel wegens een zodanig feit, indien het gedeelte van de straf of maatregel, dat nog niet is ondergaan, de duur van ten minste vier maanden heeft.

3. Uitlevering wordt toegestaan voor feiten die tot uitlevering kunnen leiden en die zijn gepleegd buiten het grondgebied van de verzoekende Staat indien:

a. de rechters van de aangezochte Staat in gelijksoortige omstandigheden bevoegd zouden zijn daarover rechtsmacht uit te oefenen, of

b. de opgeëiste persoon onderdaan is van de verzoekende Staat.

4. Met inachtneming van de in het eerste tot en met het derde lid vermelde voorwaarden wordt uitlevering eveneens toegestaan:

a. voor poging tot of deelneming aan strafbare feiten die tot uitlevering kunnen leiden, daarbij inbegrepen deelneming aan een vereniging van personen wier oogmerk het is het strafbare feit te plegen;

b. voor ieder feit dat tot uitlevering kan leiden wanneer, met het oog op verlening van rechtsmacht aan de Regering van de Verenigde Staten, het vervoer van personen of goederen, of het gebruik van de posterijen of andere middelen voor de handel tussen de Staten of met het buitenland mede een element van het desbetreffende strafbare feit vormt.

5. Wanneer uitlevering is toegestaan voor een feit dat tot uitlevering kan leiden, kan zij tevens worden toegestaan voor andere feiten die anders, uitsluitend ten gevolge van de werking van het tweede lid, niet tot uitlevering zouden kunnen leiden.

Artikel 3

Territoriale toepasselijkheid

Voor de toepassing van dit Verdrag omvat het grondgebied van een Verdragsluitende Partij het gehele grondgebied onder de rechtsmacht van die Verdragsluitende Partij, met inbegrip van het luchtruim en de territoriale wateren.

Artikel 4

Politieke en militaire delicten

1. Uitlevering wordt niet toegestaan wanneer het strafbare feit waarvoor zij wordt verzocht volgens de aangezochte Staat van politieke aard is of samenhangt met een strafbaar feit van politieke aard, dan wel wanneer wordt aangetoond dat het verzoek tot uitlevering met een politiek oogmerk is gedaan.

2. Voor de toepassing van dit Verdrag wordt moord of een opzettelijk gepleegd misdrijf gericht tegen het leven of de lichamelijke integriteit van een Staatshoofd of Regeringsleider van een van de Verdragsluitende Partijen of van een lid van het gezin van een zodanige persoon, daaronder begrepen pogingen om een dergelijk feit te plegen, niet geacht een strafbaar feit in de zin van het eerste lid te zijn.

3. Uitlevering wordt niet toegestaan wanneer het strafbare feit waarvoor zij wordt verzocht een zuiver militair delict is.

4. Het is de verantwoordelijkheid van de uitvoerende autoriteit van de aangezochte Staat een beslissing te nemen over kwesties die uit hoofde van dit artikel worden opgeworpen, behalve voor zover de nationale wetten van die Staat die bevoegdheid uitdrukkelijk aan diens rechters toekennen.

Artikel 5

Voorafgaande strafvervolging ter zake van hetzelfde feit

Uitlevering wordt niet toegestaan wanneer:

a. de opgeëiste persoon door de aangezochte Staat ter zake van het feit waarvoor uitlevering wordt verzocht wordt vervolgd, vervolgd is geweest, of is berecht en veroordeeld of vrijgesproken; of

b. uit anderen hoofde tegen de opgeëiste persoon geen vervolging kan worden ingesteld ter zake van het feit waarvoor uitlevering wordt verzocht, krachtens het recht in de aangezochte Staat met betrekking tot het effect van een voorafgaande strafvervolging.

Artikel 6

Verjaring

Uitlevering wordt niet toegestaan wanneer volgens het recht van de aangezochte Staat het recht tot vervolging of tenuitvoerlegging van straf ter zake van het feit waarvoor uitlevering werd verlangd, is vervallen door verjaring.

Artikel 7

Doodstraf en bijzondere omstandigheden

1. Wanneer op het feit waarvoor uitlevering wordt verzocht naar het recht van de verzoekende Staat de doodstraf is gesteld en het recht van de aangezochte Staat voor dat feit niet een zodanige straf toestaat, kan uitlevering worden geweigerd tenzij de verzoekende Staat naar het oordeel van de aangezochte Staat voldoende waarborgen biedt dat de doodstraf niet zal worden opgelegd of, indien zij wordt opgelegd, niet ten uitvoer zal worden gelegd.

2. De uitvoerende autoriteit van de aangezochte Staat kan in bijzondere situaties, met name gezien de leeftijd of gezondheid van de opgeeiste persoon, of andere persoonlijke omstandigheden, uitlevering weigeren, indien zij redenen heeft om van oordeel te zijn dat uitlevering onverenigbaar is met humanitaire overwegingen.

Artikel 8

Uitlevering van onderdanen

1. Ingeval er tussen de Verdragsluitende Partijen een verdrag van kracht is betreffende de tenuitvoerlegging van buitenlandse strafrechte-

lijke sancties, kan geen van beide Verdragsluitende Partijen weigeren haar eigen onderdanen uit te leveren uitsluitend op grond van hun nationaliteit.

2. Zo lang er tussen de Verdragsluitende Partijen geen verdrag van kracht is betreffende de tenuitvoerlegging van buitenlandse strafrechtelijke sancties, is geen van beide Verdragsluitende Partijen verplicht haar eigen onderdanen uit te leveren, maar de uitvoerende autoriteit van de aangezochte Staat heeft, indien de wet van die Staat zich daartegen niet verzet, de bevoegdheid hen uit te leveren indien dat, naar het oordeel van de genoemde autoriteit, aangewezen wordt geacht.

3. Indien uitlevering niet wordt toegestaan uitsluitend op grond van de nationaliteit van de opgeëiste persoon, draagt de aangezochte Staat, op verzoek van de verzoekende Staat, de zaak voor vervolging aan zijn bevoegde autoriteiten over, mits het feit een strafbaar feit oplevert naar het recht van die Staat en die Staat rechtsmacht over het feit heeft.

Artikel 9

Procedure met betrekking tot uitlevering en vereiste stukken

1. Het verzoek tot uitlevering wordt langs diplomatieke weg gedaan.

2. Bij het verzoek tot uitlevering dienen te worden gevoegd:

a. alle beschikbare gegevens betreffende de identiteit, de nationaliteit, en de vermoedelijke verblijfplaats van de opgeëiste persoon;

b. een uiteenzetting van de desbetreffende feiten, met inbegrip, indien mogelijk, van het tijdstip waarop en de plaats waar het misdrijf werd gepleegd;

c. de wetsbepalingen houdende de wezenlijke elementen en de benaming van het strafbare feit waarvoor uitlevering wordt verzocht;

d. de wetsbepalingen houdende de straf die op het delict is gesteld;

e. de wetsbepalingen houdende toekenning van rechtsmacht ingeval het strafbare feit buiten het grondgebied van de verzoekende Staat werd gepleegd.

3. Bij een verzoek tot uitlevering met betrekking tot een persoon die wordt gezocht met het oog op vervolging dienen te worden gevoegd:

a. het origineel of een gewaarmerkt afschrift van het bevel tot aanhouding, opgemaakt door een rechter of andere bevoegde rechterlijke autoriteit van de verzoekende Staat; en

b. het bewijsmateriaal dat, volgens het recht van de aangezochte Staat, de aanhouding en dagvaarding van die persoon zou rechtvaardigen indien het feit in die Staat zou zijn gepleegd, met inbegrip van bewijsmateriaal waaruit blijkt dat de persoon wiens uitlevering wordt verzocht degene is op wie het bevel tot aanhouding betrekking heeft.

4. Bij een verzoek tot uitlevering met betrekking tot een veroordeelde persoon dienen te worden gevoegd:

a. het origineel of een gewaarmerkt afschrift van het veroordelend vonnis, uitgesproken door een rechter van de verzoekende Staat;

b. bewijsmateriaal waaruit blijkt dat de opgeëiste persoon degene is op wie de veroordeling betrekking heeft.

Indien de desbetreffende persoon schuldig werd verklaard maar hem geen straf werd opgelegd, dienen bij het verzoek tot uitlevering te worden gevoegd een verklaring dienaangaande van de desbevoegde rechter en het origineel of een gewaarmerkt afschrift van het bevel tot aanhouding.

Indien de desbetreffende persoon werd veroordeeld, dienen bij het verzoek tot uitlevering te worden gevoegd het origineel of een gewaarmerkt afschrift van het uitgesproken vonnis, een verklaring dat het vonnis kracht van gewijsde heeft en vatbaar voor tenuitvoerlegging is, en een verklaring waaruit blijkt in hoeverre het vonnis niet ten uitvoer is gelegd.

5. De stukken die overeenkomstig dit artikel en artikel 10 ter ondersteuning van het verzoek tot uitlevering moeten worden overgelegd, dienen in de taal van de aangezochte Staat te worden vertaald.

6. De stukken die overeenkomstig dit artikel bij het verzoek tot uitlevering dienen te worden gevoegd, worden als bewijs toegelaten wanneer zij:

a. in het geval van een verzoek dat van de Verenigde Staten uitgaat, zijn ondertekend door een rechter of andere bevoegde functionaris;

b. in het geval van een verzoek dat van het Koninkrijk der Nederlanden uitgaat, zijn ondertekend door een rechter of andere rechterlijke autoriteit, en zijn gewaarmerkt door het hoofd van de diplomatieke zending of van een consulaire post van de Verenigde Staten in het Koninkrijk der Nederlanden.

Artikel 10

Aanvullend bewijsmateriaal

1. Indien de bevoegde autoriteit van de aangezochte Staat van oordeel is dat het bewijsmateriaal, verschaft ter ondersteuning van het verzoek tot uitlevering van een opgeëiste persoon, niet toereikend is om te voldoen aan de vereisten van dit Verdrag, verzoekt die Staat om overlegging van het nodige aanvullende bewijsmateriaal. De aangezochte Staat kan een termijn stellen voor de overlegging van zodanig bewijsmateriaal en, op verzoek van de verzoekende Staat, een redelijke verlenging van die termijn toestaan.

2. Indien de opgeëiste persoon zich in detentie bevindt en het aanvullend bewijsmateriaal of de aanvullende gegevens, die zijn overgelegd, niet toereikend zijn of indien zodanig bewijsmateriaal of zodanige gegevens niet binnen de door de aangezochte Staat aangegeven termijn zijn ontvangen, kan hij uit het voorarrest worden ontslagen. Een dergelijk ontslag verhindert evenwel noch de verdere behandeling van het verzoek op basis van alsnog overgelegde stukken, noch, indien reeds een onherroepelijke beslissing is genomen, de indiening van een nieuw verzoek voor hetzelfde feit. In dat geval is het voldoende indien in het nieuwe verzoek wordt verwezen naar de overgelegde stukken ter ondersteuning van het eerdere verzoek, mits die stukken voor de uitleveringsprocedure voorhanden zijn.

Artikel 11

Voorlopige aanhouding

1. In geval van spoed kan elke Verdragsluitende Partij de voorlopige aanhouding verzoeken van ieder die wordt vervolgd of is veroordeeld. Het verzoek tot voorlopige aanhouding kan worden gedaan hetzij langs diplomatieke weg, hetzij in rechtstreeks contact tussen het „Department of Justice" van de Verenigde Staten en het Ministerie van Justitie in Nederland of het Ministerie van Justitie in de Nederlandse Antillen, naar gelang het geval.

2. Het verzoek dient te bevatten: een beschrijving van de gezochte persoon, met inbegrip, indien beschikbaar, van zijn nationaliteit; een kort overzicht van de desbetreffende feiten, met inbegrip, indien mogelijk, van het tijdstip waarop en de plaats waar het feit werd gepleegd; een verklaring betreffende het bestaan van een bevel tot aanhouding van of een veroordelend vonnis tegen die persoon, en een verklaring dat een verzoek tot uitlevering van de gezochte persoon zal volgen.

3. Na ontvangst van een zodanig verzoek neemt de aangezochte Staat de nodige maatregelen met het oog op de aanhouding van de gezochte persoon. Aan de verzoekende Staat wordt onverwijld kennis gegeven van het gevolg dat aan zijn verzoek is gegeven.

4. De voorlopige aanhouding wordt beëindigd indien de aangezochte Staat niet binnen 60 dagen na de inhechtenisneming van de gezochte persoon het officiële verzoek tot uitlevering en de in artikel 9 vermelde stukken ter ondersteuning daarvan heeft ontvangen.

5. De beëindiging van de voorlopige aanhouding volgens het vierde lid vormt geen beletsel voor de uitlevering van de opgeëiste persoon indien het verzoek tot uitlevering en de in artikel 9 vermelde documenten ter ondersteuning daarvan op een latere datum worden overgelegd.

Artikel 12

Beslissing en overlevering

1. De aangezochte Staat deelt de verzoekende Staat onverwijld langs diplomatieke weg zijn beslissing omtrent het verzoek tot uitlevering mede.

2. De aangezochte Staat geeft de redenen voor een gehele of gedeeltelijke afwijzing van het verzoek tot uitlevering op.

3. Indien uitlevering is toegestaan, vindt overlevering van de opgeëiste persoon plaats binnen de termijn die is voorgeschreven door de wet van de aangezochte Staat. De bevoegde autoriteiten van de Verdragsluitende Partijen bepalen in onderling overleg tijdstip en plaats van de overlevering van de opgeëiste persoon. Indien die persoon echter niet binnen de overeengekomen termijn uit het grondgebied van de aangezochte Staat is verwijderd, kan hij in vrijheid worden gesteld en kan de aangezochte Staat daarna zijn uitlevering voor hetzelfde feit weigeren.

Artikel 13

Uitgestelde beslissing en tijdelijke overlevering

Wanneer een beslissing op een verzoek tot uitlevering is genomen ten aanzien van iemand die wordt vervolgd of die een straf ondergaat op het grondgebied van de aangezochte Staat wegens een ander strafbaar feit, kan de aangezochte Staat:

a. de overlevering van de opgeëiste persoon uitstellen totdat de strafrechtelijke procedure tegen hem is beëindigd of de eventueel op te leggen of opgelegde straf volledig ten uitvoer is gelegd; of

b. de opgeëiste persoon tijdelijk aan de verzoekende Staat overleveren uitsluitend ten behoeve van de instelling van een vervolging. De aldus overgeleverde persoon dient tijdens zijn verblijf in de verzoekende Staat in hechtenis te worden gehouden en dient na afloop van de gerechtelijke behandeling van zijn zaak te worden teruggezonden overeenkomstig in onderling overleg tussen de Verdragsluitende Partijen vast te stellen voorwaarden.

Artikel 14

Verzoeken tot uitlevering, gedaan door derde Staten

Wanneer de uitvoerende autoriteit van de aangezochte Staat een verzoek ontvangt zowel van de andere Verdragsluitende Partij als van één of meer derde Staten tot uitlevering van dezelfde persoon, hetzij voor hetzelfde feit, hetzij voor verschillende feiten, bepaalt zij aan welke Staat zij die persoon zal uitleveren.

Artikel 15

Specialiteitsbeginsel

1. De krachtens dit Verdrag uitgeleverde persoon wordt niet in hechtenis gesteld, berecht of gestraft op het grondgebied van de verzoekende Staat ter zake van een ander feit dan datgene waarvoor uitlevering werd toegestaan, noch wordt hij door die Staat aan een derde Staat uitgeleverd, tenzij:

a. die persoon na zijn uitlevering het grondgebied van de verzoekende Staat heeft verlaten en vrijwillig daarheen is teruggekeerd;

b. die persoon het grondgebied van de verzoekende Staat niet heeft verlaten binnen 30 dagen na daartoe de vrijheid te hebben gehad; of

c. de uitvoerende autoriteit van de aangezochte Staat heeft ingestemd met zijn hechtenis, berechting of bestraffing ter zake van een ander feit dan datgene waarvoor uitlevering werd toegestaan, of met uitlevering aan een derde Staat. Met het oog hierop kan de aangezochte Staat de overlegging verlangen van in artikel 9 vermelde stukken of verklaringen, met inbegrip van door de uitgeleverde persoon afgelegde verklaringen met betrekking tot het desbetreffende feit.

Deze bepalingen zijn niet van toepassing op na uitlevering gepleegde feiten.

2. Indien de tenlastelegging op grond waarvan de persoon was uitgeleverd in de loop van de procedure op wettelijke wijze wordt gewijzigd, kan die persoon worden vervolgd of berecht, mits het strafbare feit volgens zijn nieuwe wettelijke omschrijving:

a. is gebaseerd op hetzelfde samenstel van feiten dat is vervat in het verzoek tot uitlevering en de stukken ter ondersteuning daarvan; en

b. op dat feit volgens zijn nieuwe wettelijke omschrijving een zelfde maximumstraf is gesteld als of een lagere maximumstraf is gesteld dan op het feit waarvoor die persoon was uitgeleverd.

Artikel 16

Vereenvoudigde uitlevering

Indien de uitlevering van een opgeëiste persoon niet kennelijk naar het recht van de aangezochte Staat is uitgesloten, en mits de opgeëiste persoon onherroepelijk schriftelijk instemt met uitlevering na in persoon door een rechter of bevoegde rechterlijke autoriteit op de hoogte te zijn gesteld van andere, in formele uitleveringsprocedures toegekende rechten en van de waarborgen waarmee deze zijn omkleed en die hem zouden ontvallen, kan de aangezochte Staat uitlevering toestaan zonder dat een formele uitleveringsprocedure plaatsvindt. In dat geval is artikel 15 niet van toepassing.

Artikel 17

Overdracht van voorwerpen

1. Op verzoek van de verzoekende Partij worden, voor zover dat naar het recht van de aangezochte Staat is toegestaan en behoudens de rechten van derden, die naar behoren dienen te worden geëerbiedigd, alle voorwerpen, werktuigen, zaken van waarde of stukken, die verband houden met het strafbare feit, ongeacht of zij voor het plegen daarvan zijn gebruikt, of die op enige andere wijze bewijsmateriaal voor het openbaar ministerie kunnen vormen, in beslag genomen en overgedragen nadat de uitlevering is toegestaan. De in dit artikel vermelde voorwerpen worden overgedragen zelfs wanneer de uitlevering niet kan plaatsvinden ten gevolge van het overlijden, de ontvluchting of de verdwijning van de opgeëiste persoon.

2. De aangezochte Staat kan als voorwaarde voor de overdracht van voorwerpen verlangen dat de verzoekende Staat een genoegzame verzekering geeft dat de voorwerpen zo spoedig mogelijk aan de aangezochte Staat zullen worden teruggegeven.

Artikel 18

Doortocht

1. Elk van beide Verdragsluitende Partijen kan aan de andere Verdragsluitende Partij de doortocht door zijn grondgebied toestaan van een door een derde Staat overgeleverde persoon. De Verdragsluitende Partij die de doortocht verzoekt, dient de in artikel 11, tweede lid, vermelde gegevens te verstrekken langs de in dat artikel voorziene wegen. Een zodanige toestemming is niet vereist in geval van vervoer door de lucht, waarbij geen landing op het grondgebied van de andere Verdragsluitende Partij is voorzien.

2. Indien een onvoorziene landing op het grondgebied van de andere Verdragsluitende Partij plaatsvindt, is op de doortocht het bepaalde in het eerste lid van toepassing. Die Verdragsluitende Partij kan de over te leveren persoon gedurende 96 uur in hechtenis stellen in afwachting van het verzoek tot doortocht.

Artikel 19

Kosten

1. De aangezochte Staat controleert of de documentatie ter ondersteuning van een verzoek tot uitlevering aan de wettelijke vereisten voldoet alvorens deze aan zijn gerechtelijke autoriteiten voor te leggen, en stelt het verzoek van de verzoekende Staat die autoriteiten in handen.

2. De kosten van de vertaling van stukken ter ondersteuning van het verzoek tot uitlevering en van het vervoer van de opgeëiste persoon worden gedragen door de verzoekende Staat. Alle andere kosten gemaakt uit hoofde van het verzoek tot uitlevering en de uitleveringsprocedure worden gedragen door de aangezochte Staat. De aangezochte Staat kan financiële vorderingen, ingesteld naar aanleiding van de aanhouding en de inhechtenisneming van, het onderzoek met betrekking tot en de overlevering van opgeëiste personen krachtens de bepalingen van dit Verdrag, niet op de verzoekende Staat verhalen.

Artikel 20

Werkingssfeer

Dit Verdrag is van toepassing op de in artikel 2 bedoelde feiten, ongeacht of deze vóór dan wel na de datum van inwerkingtreding van dit Verdrag zijn gepleegd.

Artikel 21

Bekrachtiging en inwerkingtreding

1. Dit Verdrag dient te worden bekrachtigd; de akten van bekrachtiging worden zo spoedig mogelijk te Washington . . . uitgewisseld.

2. Dit Verdrag treedt in werking 30 dagen na de uitwisseling van de akten van bekrachtiging.

3. Bij de inwerkingtreding van dit Verdrag vervallen de Overeenkomst tot regeling der wederkerige uitlevering van misdadigers van 2 juni 1887 en de Overeenkomst tot uitbreiding van die Overeenkomst van 18 januari 1904, tussen de Verenigde Staten van Amerika en het Koninkrijk der Nederlanden, met dien verstande dat alle uitleverings-procedures die op het tijdstip van de inwerkingtreding van dit Verdrag in de aangezochte Staat aanhangig zijn ook daarna hun geldigheid behouden.

4. Indien de akte van bekrachtiging voor het Koninkrijk der Nederlanden niet voorziet in gelijktijdige inwerkingtreding van het onderhavige Verdrag voor beide samenstellende delen van het Koninkrijk, blijven de in het derde lid van dit artikel genoemde Overeenkomsten van kracht tussen de Verenigde Staten van Amerika en het deel van het Koninkrijk der Nederlanden, dat nog niet aan het onderhavige Verdrag is gebonden.

Artikel 22

Grondgebied van het Koninkrijk der Nederlanden

Wat het Koninkrijk der Nederlanden betreft, is dit Verdrag van toepassing op het grondgebied van het Koninkrijk in Europa en op de Nederlandse Antillen, tenzij de akte van bekrachtiging van de Regering van het Koninkrijk der Nederlanden, bedoeld in artikel 21, anders bepaalt.

Artikel 23

Opzegging

1. Elk van beide Verdragsluitende Partijen kan dit Verdrag te allen tijde beëindigen door daarvan aan de andere Partij kennis te geven, en de beëindiging wordt van kracht zes maanden na de datum van ontvangst van die kennisgeving.

2. De beëindiging van dit Verdrag door de Regering van het Koninkrijk der Nederlanden kan worden beperkt tot één van de samenstellende delen van het Koninkrijk.

GEDAAN te 's-Gravenhage . . op 24 juni 1980 in twee exemplaren in de Engelse en de Nederlandse taal, zijnde beide teksten gelijkelijk authentiek.

For the Government of the United States of America,
Voor de Regering van de Verenigde Staten van Amerika,

Geri M. Joseph [1]

For the Government of the Kingdom of the Netherlands,
Voor de Regering van het Koninkrijk der Nederlanden,

C. A. van der Klaauw [2]

[1] Geri M. Joseph.
[2] C. A. van der Klaauw.

Appendix

Schedule of Offenses

1. Murder; assault with intent to commit murder.
2. Manslaughter.
3. Malicious wounding; inflicting grievous bodily harm.

4. Arson.
5. Rape; indecent assault; incest; bigamy.

6. Unlawful sexual acts with or upon children under the age specified by the laws of both the Requesting and Requested States.

7. Wilful abandonment of a minor or other dependent person when the life of that minor or that dependent person is or is likely to be injured or endangered.

8. Kidnapping; abduction; false imprisonment.

9. Robbery; burglary; larceny; embezzlement.
10. Fraud, including obtaining property, money or valuable securities by false pretenses, deceit, falsehood, or other fraudulent means.
11. Bribery, including soliciting, offering and accepting.

12. Extortion.
13. Receiving, possessing or transporting anything of value knowing it to have been unlawfully obtained.
14. Offenses relating to criminal breach of trust.

15. An offense against the laws relating to counterfeiting and forgery; including the forging of seals, trademarks, documents, or use of such forgeries.
16. An offense against the laws relating to international transfers of funds.
17. An offense against the laws relating to importation, exportation or transit of goods, articles, or merchandise, including violations of the customs laws.
18. Offenses relating to slavery or the illegal transporting of persons.
19. Offenses against the laws relating to bankruptcy.
20. Offenses against the laws relating to prohibition of private monopoly or unfair trade practices.
21. Perjury; subornation of perjury; making a false statement to a government agency or official.
22. Offenses relating to wilful evasion of taxes and duties.

23. Any act or omission intended or likely to: (a) endanger the safety of an aircraft in flight or of any person on board such aircraft; or (b) destroy or render any aircraft incapable of flight.

24. Any unlawful seizure or exercise of control of an aircraft in flight by force or violence, or by threat of force or violence, or by any other form of intimidation.

25. Any unlawful act or omission intended or that is likely to endanger the safety of any person in a railway train or in any vessel or other means of transportation.

26. Piracy, mutiny, or any mutinous act committed on board a vessel.

27. Malicious damage to property.

28. Offenses against the laws relating to the traffic in, or the possession, production or manufacture of narcotic drugs, cannabis, psychotropic drugs, cocaine and its derivatives, and other dangerous drugs and chemicals.

29. Offenses against laws relating to poisonous chemicals or substances injurious to health.

30. Offenses against the laws relating to firearms, ammunition, explosives, incendiary devices or nuclear materials.

31. Offenses against the laws relating to the abuse of official authority.

32. Offenses against the laws relating to obstruction of justice.

33. Offenses relating to securities and commodities.

34. Facilitating or permitting the escape of a person from custody.

35. Incitements to violence.

36. Any other act for which extradition may be granted in cordance with the laws of both Contracting Parties.

Bijlage

Lijst van strafbare feiten

1. Moord; aanslag met het oogmerk tot het plegen van moord.
2. Doodslag.
3. Opzettelijke verwonding; het toebrengen van zwaar lichamelijk letsel.
4. Opzettelijke brandstichting.
5. Verkrachting; aanranding van de eerbaarheid; incest; dubbel huwelijk.
6. Onwettige seksuele handelingen met of met betrekking tot kinderen onder de leeftijd als is bepaald in de wetgeving van zowel de verzoekende als de aangezochte Staat.
7. Opzettelijke verlating van een minderjarige of andere afhankelijke persoon, wanneer daardoor het leven van die minderjarige of andere afhankelijke persoon schade wordt toegebracht of naar alle waarschijnlijkheid zal worden toegebracht, dan wel dat leven in gevaar wordt gebracht of naar alle waarschijnlijkheid zal worden gebracht.
8. Wederrechtelijke vrijheidsberoving; schaking; ongerechtvaardigde opsluiting.
9. Roof; inbraak; diefstal; verduistering.
10. Bedrog, waaronder begrepen het verkrijgen van goederen, geld of waardepapieren door middel van valse voorspiegelingen, misleiding, leugens of andere bedrieglijke middelen.
11. Omkoperij, waaronder begrepen het vragen van een gift of belofte, het doen van een aanbod en het aanvaarden van een aanbod.
12. Afpersing.
13. Het in ontvangst nemen, bezitten of vervoeren van een zaak van waarde in de wetenschap dat deze door misdrijf is verkregen (heling).
14. Feiten met betrekking tot strafbaar gesteld misbruik van vertrouwen.
15. Strafbare feiten met betrekking tot valse munterij en valsheid in geschrifte; daarbij inbegrepen vervalsing van zegels, handelsmerken, officiële stukken, dan wel het gebruik van zodanige vervalsingen.
16. Strafbare feiten met betrekking tot het internationale verkeer van betaalmiddelen.
17. Strafbare feiten met betrekking tot de in-, uit- of doorvoer van goederen, artikelen of handelswaren, waaronder begrepen overtreding van de douanewetten.
18. Strafbare feiten met betrekking tot slavernij of mensenroof.
19. Strafbare feiten met betrekking tot het faillissement.
20. Strafbare feiten met betrekking tot het verbod van privaatrechtelijke monopolies of oneerlijke handelspraktijken.
21. Meineed; het aanzetten tot meineed; het afleggen van een valse verklaring ten overstaan van een overheidsinstelling of -functionaris.

22. Strafbare feiten met betrekking tot het opzettelijk ontduiken van belastingen en accijnzen.

23. Ieder handelen of nalaten waarvan te duchten is dat daardoor

a. de veiligheid van een luchtvaartuig dat zich in de lucht bevindt of van personen aan boord van een zodanig luchtvaartuig in gevaar wordt gebracht; of

b. een luchtvaartuig wordt vernietigd of onklaar gemaakt.

24. Iedere onwettige overmeestering of het op onrechtmatige wijze onder zijn macht brengen van een luchtvaartuig dat zich in de lucht bevindt, door middel van dwang of geweld, bedreiging met dwang of geweld dan wel enige andere vorm van vreesaanjaging.

25. Ieder onwettig handelen of nalaten met de bedoeling of waarvan is te duchten dat daardoor de veiligheid van personen in een trein, een vaartuig of enig ander vervoermiddel in gevaar wordt gebracht.

26. Zeeroof, muiterij of insubordinatie aan boord van een vaartuig.

27. Het opzettelijk toebrengen van schade aan goederen.

28. Strafbare feiten met betrekking tot de handel in, het bezit van of de produktie of vervaardiging van verdovende middelen, cannabis, psychotrope stoffen, cocaïne en de derivaten daarvan, en andere gevaarlijke middelen en chemicaliën.

29. Strafbare feiten met betrekking tot giftige chemicaliën of stoffen die schadelijk zijn voor de gezondheid.

30. Strafbare feiten met betrekking tot vuurwapens, munitie, explosieven, brandverwekkende apparaten of nucleaire stoffen.

31. Strafbare feiten met betrekking tot misbruik van ambtelijk gezag en ambtelijke bevoegdheden.

32. Strafbare feiten met betrekking tot het belemmeren van de loop van het recht.

33. Strafbare feiten met betrekking tot effecten en handelswaren.

34. Het vergemakkelijken of het mogelijk maken dat een persoon uit detentie ontvlucht.

35. Opruiing tot geweldpleging.

36. Iedere andere gedraging waarvoor uitlevering kan worden toegestaan overeenkomstig de wetten van beide Verdragsluitende Partijen.

NETHERLANDS

Judicial Assistance: Criminal Investigations

Treaty, with exchange of notes, signed at The Hague June 12, 1981;
Transmitted by the President of the United States of America to the Senate August 6, 1981 (Treaty Doc. No. 97-16, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 20, 1981 (S. Ex. Rept. No. 97-36, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate December 2, 1981;
Ratified by the President January 4, 1982;
Ratified by the Netherlands, with reservation, July 12, 1983;
Ratifications exchanged at Washington August 16, 1983;
Proclaimed by the President October 11, 1983;
Entered into force September 15, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the United States of America and the Kingdom of the Netherlands on Mutual Assistance in Criminal Matters, together with a related exchange of notes, was signed at The Hague on June 12, 1981, the texts of which, in the English and Dutch languages, are hereto annexed;

The Senate of the United States of America by its resolution of December 2, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty and related exchange of notes;

The Treaty and related exchange of notes were ratified by the President of the United States of America on January 4, 1982, in pursuance of the advice and consent of the Senate, and duly ratified on the part of the Kingdom of the Netherlands;

It is provided in Article 19 of the Treaty that the Treaty shall enter into force 30 days after the exchange of the instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on August 16, 1983; and accordingly the Treaty entered into force on September 15, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty and related exchange of notes, to the end that they be observed and fulfilled with good faith on and after September 15, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eleventh day of October in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

Treaty between the United States of America and the Kingdom of the Netherlands on mutual assistance in criminal matters

The Government of the United States of America and the Government of the Kingdom of the Netherlands, desiring to conclude a Treaty on mutual assistance in criminal matters, have agreed as follows:

Article 1

Obligation to Render Assistance

1. The Contracting Parties undertake to afford each other, upon request and in accordance with the provisions of this Treaty, mutual assistance in criminal investigations and proceedings.

2. Assistance shall include, but not be limited to:

a. locating persons;

b. serving documents;

c. providing records;

d. taking the testimony or statements of persons;

e. producing documents;

f. executing requests for search and seizure; and

g. transferring persons in custody for testimonial purposes.

Article 2

Locating Persons

The Requested State shall make thorough efforts to ascertain the location of persons specified in the request and believed to be within the Requested State.

Article 3

Serving Documents

1. The Requested State shall cause service of any legal document transmitted for this purpose by the Requesting State.

2. Any request for the service of a document requiring the appearance of a person before an authority in the Requesting State shall be transmitted a reasonable time before the scheduled appearance.

3. The Requested State shall return as proof of service a dated receipt signed by the person served or a declaration signed by the officer making service, specifying the form and date of service.

Article 4

Providing Records of Government Offices or Agencies

1. The Requested State shall provide a copy of a publicly available record of a government office or agency, duly authenticated by an appropriate official.

2. The Requested State may provide any record or information in the possession of a government office or agency, but not publicly available, to the same extent and under the same conditions as it would be available to its own law enforcement or judicial authorities. The Requested State in its discretion may deny the request entirely or in part.

Article 5

Taking Testimony and Producing Documents in the Requested State

1. A person from whom evidence is sought shall, if necessary, be compelled by subpoena to appear and testify or produce documents, records and articles to the same extent as in investigations or proceedings in the Requested State. Testimonial privileges under the laws of the Requesting State shall not apply in the execution of requests under this Article.

2. On request, the Requested State shall state the date and place of the taking of testimony.

3. At the execution of a request, the Requested State shall permit the presence of an accused, counsel for the accused, and any other interested person specified in the request.

4. The executing authority shall provide any person permitted to be present the opportunity to pose questions for the person whose testimony is sought.

Article 6

Executing Requests for Search and Seizure

1. The Requested State shall execute requests for search and seizure in accordance with its laws and practices if the subject offense is punishable under the laws of both Contracting Parties by deprivation of liberty for a period exceeding one year, or, if less, is specified in the Annex of this Treaty.

The competent Authorities referred to in Article 14 may agree in writing upon any modifications of the Annex. Such modifications shall take effect on a date to be determined in an exchange of diplomatic notes.

2. An offense shall be deemed punishable under the laws of the Requested State if the acts or omissions alleged, occuring in similar circumstances in the Requested State, would constitute a criminal offense under the laws of that State. For purposes of this paragraph, purely jurisdictional elements of United States Federal offenses, such as the use of the mails or interstate commerce, shall not be considered as essential elements of these offenses.

3. A request to the Kingdom of the Netherlands for the production of documents from private persons shall comply with this Article.

4. A request to the United States for a search and seizure shall be accompanied by a statement made under oath before, or by a judge in the Kingdom of the Netherlands, which shall establish good cause to believe that an offense has taken place or is about to take place and that evidence of the offense is to be found on the persons or the premises to be searched, and shall provide a precise description of the person or premises to be searched. Such a statement shall be considered in the United States in lieu of an affidavit sworn before a United States judicial officer.

5. Documents produced under this Article shall be duly authenticated as specified in the request, and a record shall be made of every transfer of other articles or evidence seized. Such records of transfer shall be admitted as evidence of the truth of the facts they assert.

Article 7

Transferring Persons in Custody to the Requesting State

1. A person in custody needed as a witness or for purposes of confrontation before an authority in the Requesting State shall be transported to the Requesting State if:

a. the person in custody consents;

b. no substantial extention of that person's custody is anticipated; and

c. the Requested State has no reason to deny the transfer.

2. The Requested State may postpone execution of the request for as long as the presence of the person is necessary for an investigation or proceeding in the Requested State.

3. The Requesting State shall have authority and be obligated to keep the person in custody unless the Requested State has ordered release.

4. The Requesting State shall return a person not released under paragraph 3 to the custody of the Requested State as soon as circumstances permit or as otherwise agreed. The Requesting State shall not decline to return a person transferred because such person is a national of that State.

Article 8

Transferring Persons in Custody to the Requested State

1. When the Requesting State requires the transfer to the other State of a person in custody for purposes of confrontation, the request shall so state.

2. The Requested State shall hold the person in custody, unless the Requesting State has ordered release.

3. The Requested State shall return a person not released under paragraph 2 to the custody of the Requesting State as soon as circumstances permit or as otherwise agreed. The Requested State shall not decline to return the person transferred because such person is a national of that State.

Article 9

Safe Conduct

1. A person appearing before an authority in either State pursuant to this Treaty shall not be subject to suit, or be detained or subjected to any other restriction of personal liberty, with respect to any act or conviction which preceded departure, except as provided in Articles 7 and 8 and in the following paragraph.

2. A person, of whatever nationality, summoned before the judicial authorities of the Requesting State as an accused, shall not be prosecuted or subjected to any restriction of personal liberty for acts or convictions prior to departure from the Requested State and not specified in the summons.

3. Safe conduct provided in this Article shall cease if, ten days after the person appearing has been notified that his or her presence is no longer required, that person has not left the Requesting State or, having left, has returned.

4. A person appearing as a witness in the Requesting State may refuse to testify when that person, because of occupation, has an obligation or right to do so under the laws of the Requested State and the testimony required relates to protected information. The Requesting State shall respect the obligation or right when the Competent Authority of the Requested State verifies that such obligation or right exists.

Article 10

Limitations on Compliance

1. The Requested State may deny a request to the extent that:

a. execution of the request would prejudice the security or other essential public interests of the Requested State;

b. the request relates to a matter considered a political offense by the Requested State;

c. the request relates to the prosecution of a person who is immune from prosecution for the offense for which assistance is requested, by reason of the laws of the Requested State relating to prior jeopardy; or

d. the request does not comply with the provisions of this Treaty.

2. The Requested State may postpone execution of a request or grant it subject to conditions, if execution would interfere with an ongoing investigation or legal proceeding in the Requested State.

3. The Requested State shall immediately inform the Requesting State of the reason for denying or postponing the execution of a request.

Article 11

Protecting Confidentiality and Restricting Use

1. When necessary, the Requested State may require that evidence and information provided under this Treaty and information derived therefrom be kept confidential in accordance with stated conditions, except to the extent that disclosure is necessary as evidence in a public proceeding.

2. The Requesting State shall not use any evidence obtained under this Treaty, nor any information derived therefrom, for purposes other than those stated in the request, without the prior consent of the Requested State.

Article 12

Executing Requests

1. The Competent Authority of the Requested State shall promptly comply with the request or, when appropriate, transmit it for execution to the authority having jurisdiction.

2. Requests shall be executed according to the domestic law and procedures of the Requested State except to the extent that this Treaty provides otherwise. Procedures specified in the request, even if unfamiliar to the Requested State, shall be followed except to the extent specifically prohibited by the laws of the Requested State.

Article 13

Contents of Requests

1. A request for assistance shall indicate:

a. the name of the authority conducting the investigation or proceeding to which the request relates;

b. the subject matter and nature of the investigation or proceeding;

c. a description of the evidence or information sought or the acts to be performed; and

d. the purpose for which the evidence, information or action is sought.

2. To the extent necessary and possible, a request shall include:

a. available information on the identity and whereabouts of a person to be located;

b. the identity and location of a person to be served, that person's relationship to the proceeding and the manner in which service is to be made;

c. the identity and location of persons from whom evidence is sought;

d. a description of the manner in which any testimony is to be taken and recorded;

e. a list of questions to be answered;

f. a precise description of the place to be searched and the objects to be seized;

g. a description of any particular procedure to be followed in executing the request; and

h. information as to the allowances and expenses to which a person appearing in the Requesting State will be entitled.

Article 14

Competent Authorities

All requests for assistance shall be made and executed through a Competent Authority for each Contracting Party. The Competent Authorities of the two States shall communicate directly with each other for the purpose of carrying out the provisions of this Treaty. For the United States of America, the Competent Authority shall be the Attorney General or that person's designee. For the Kingdom of the Netherlands, the Competent Authority shall be the Minister of Justice in the Netherlands or the Minister of Justice in the Netherlands Antilles or their designees.

Return of Completed Requests

1. Upon completion of a request the Requested State shall, unless otherwise agreed, return the original request together with all information and evidence obtained, indicating place and time of execution, to the Requesting State.

2. To the extent possible, all documents and records to be furnished pursuant to a request under this Treaty shall be complete and in unedited form. Upon application of the Requesting State, the Requested State shall make every effort to furnish original documents and records.

Article 16

Return of Documents, Records or Articles of Evidence

The Requesting State shall return any documents, records or articles of evidence furnished in execution of requests as soon as possible unless the Requested State waives their return.

Article 17

Costs and Translations

1. The Requested State shall render assistance without cost to the Requesting State except for fees of private experts specified in the request.

2. The Requesting State shall bear all expenses related to the transfer under Articles 7 and 8 of a person in custody.

3. Requests shall be provided in both Dutch and English. Translation of documents provided pursuant to requests is incumbent on the Requesting State.

Article 18

Other Treaties and Domestic Laws

1. Assistance and procedures provided by this Treaty shall be without prejudice to, and shall not prevent or restrict, any assistance or procedure available under other international conventions or arrangements or under the domestic laws of the Contracting Parties.

2. Except where this Treaty specifically sets forth rules for the admissibility of evidence, the provisions of this Treaty shall not give rise to a right on the part of any person to take any action in a criminal proceeding to suppress or exclude any evidence. This Treaty does not expand or limit rights to judicial review otherwise available under domestic law.

3. No provision governing extradition of persons, whether of domestic law or treaty, shall apply to the transfer of persons under Articles 7 and 8 or to appearance under paragraph 2 of Article 9.

Article 19

Entry into Force

1. This Treaty shall be subject to ratification; the instruments of ratification shall be exchanged at Washington, D.C. as soon as possible.

2. This Treaty shall enter into force 30 days after the exchange of the instruments of ratification.[1] This Treaty shall apply both with respect to acts committed before or after its entry into force.

Article 20

Scope of Application

1. As regards the Kingdom of the Netherlands, the present Treaty shall apply to the territory of the Kingdom in Europe and to the Netherlands Antilles,[2] unless the instrument of ratification of the Government of the Kingdom of the Netherlands, referred to in Article 19, shall otherwise provide.

2. The Kingdom of the Netherlands reserves the right to declare at the time of ratification that this Treaty shall not apply to requests for assistance relating to fiscal offenses addressed to the Netherlands Antilles.[3] This reservation may at any time be wholly or partially withdrawn through an exchange of diplomatic notes between the Contracting Parties.

Article 21

Denunciation

1. Either Contracting Party may terminate this Treaty at any time by giving notice to the other Party and the termination shall be effective six months after the date of receipt of such notice.

2. Termination of this Treaty by the Government of the Kingdom of the Netherlands may be limited to one of the constituent parts of the Kingdom.

DONE at The Hague on 12 June 1981 in two copies in the English and Dutch languages, each version being equally authentic.

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[1] Sept. 15, 1983.

[2] By note dated Dec. 31, 1985 the Government of the Netherlands informed the Government of the United States that Aruba would obtain internal autonomy within the Kingdom of the Netherlands on January 1, 1986 and that as of that date the Treaty would apply to the Netherlands Antilles *and* Aruba.

[3] Declaration was made in note by the Government of the Netherlands dated Aug. 16, 1983.

Verdrag tussen de Verenigde Staten van Amerika en het Koninkrijk der Nederlanden aangaande wederzijdse rechtshulp in strafzaken

De Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden, geleid door de wens een verdrag te sluiten aangaande de wederzijdse rechtshulp in strafzaken, zijn het volgende overeengekomen:

Artikel 1

Verplichting tot hulpverlening

1. De Verdragsluitende Partijen verbinden zich om, op verzoek en in overeenstemming met de bepalingen van dit Verdrag, elkaar wederzijds hulp te verlenen bij strafrechtelijk onderzoek en strafrechtelijke procedures.

2. Deze rechtshulp omvat onder meer:

a. opsporing van personen;

b. betekening van stukken;

c. het verstrekken van documenten;

d. het horen van personen als getuige of anderszins;

e. overlegging van stukken;

f. uitvoering van verzoeken tot huiszoeking en inbeslagneming; en

g. overdracht van personen die zich in detentie bevinden, met het oog op het afleggen van een getuigenverklaring.

Artikel 2

Opsporing van personen

De aangezochte Staat doet al het mogelijke om de verblijfplaats vast te stellen van personen, die in het verzoek zijn opgegeven en van wie wordt vermoed dat zij zich in de aangezochte Staat bevinden.

Artikel 3

Betekening van stukken

1. De aangezochte Staat zorgt voor de betekening van alle gerechtelijke stukken die hem met dat doel door de verzoekende Staat worden toegezonden.

2. Ieder verzoek tot betekening van een stuk waarin de verschijning van een persoon wordt gelast voor een autoriteit in de verzoekende Staat dient een redelijke tijd vóór het vastgestelde tijdstip van de verschijning te worden toegezonden.

3. De aangezochte Staat zendt als bewijs van de betekening een gedagtekende, door degene aan wie de betekening is verricht, ondertekende ontvangstbevestiging terug, dan wel een door de ambtenaar die de betekening heeft verricht, ondertekende verklaring waarin de vorm en de datum van de betekening nauwkeurig worden vermeld.

Artikel 4

Het verstrekken van documenten van overheidsinstanties of -instellingen

1. De aangezochte Staat verstrekt afschriften van voor een ieder toegankelijke gegevens uit de administratie van overheidsinstanties of -instellingen, die naar behoren dienen te worden gewaarmerkt door een bevoegde functionaris.

2. De aangezochte Staat kan in de administratie voorkomende of andere gegevens, in het bezit van overheidsinstanties of -instellingen, die niet voor een ieder toegankelijk zijn, verstrekken in dezelfde mate en onder dezelfde voorwaarden als deze ter beschikking zouden kunnen worden gesteld van zijn eigen opsporings- of gerechtelijke autoriteiten. De aangezochte Staat mag het verzoek naar eigen inzicht geheel of gedeeltelijk afwijzen.

Artikel 5

Het horen van getuigen en de overlegging van stukken in de aangezochte Staat

1. Een persoon van wie bewijsmateriaal wordt verlangd kan, indien nodig, worden gedagvaard ten einde te getuigen of worden gedwongen stukken, documenten en zaken over te leggen in dezelfde mate als in geval van een vooronderzoek of onderzoek ter terechtzitting in de aangezochte Staat. Rechten tot verschoning van het afleggen van getuigenverklaringen krachtens de wetten van de verzoekende Staat zijn niet van toepassing bij de uitvoering van verzoeken krachtens dit artikel.

2. De aangezochte Staat vermeldt op verzoek de datum en plaats van het getuigenverhoor.

3. De aangezochte Staat stemt, bij de uitvoering van een verzoek, toe in de aanwezigheid van de verdachte, de raadsman van de verdachte en van iedere andere, in het verzoek opgegeven belanghebbende.

4. De autoriteit die het verzoek uitvoert verschaft een ieder wiens aanwezigheid is toegestaan gelegenheid tot het stellen van vragen te richten tot degene van wie verklaringen worden verlangd.

Artikel 6

Uitvoering van verzoeken tot huiszoeking en inbeslagneming

1. De aangezochte Staat geeft gevolg aan verzoeken tot huiszoeking en inbeslagneming overeenkomstig zijn wetten en gebruiken, indien op het desbetreffende feit krachtens de wetten van beide Verdragsluitende Partijen een vrijheidsstraf is gesteld van meer dan een jaar, of, indien daarop een kortere vrijheidsstraf is gesteld, dat feit is vermeld in de Bijlage bij dit Verdrag.

De Bevoegde Autoriteiten bedoeld in artikel 14 kunnen schriftelijk wijzigingen van de Bijlage overeenkomen. Dergelijke wijzigingen treden in werking op een in een diplomatieke notawisseling vast te stellen datum.

2. Een feit wordt geacht krachtens de wetten van de aangezochte Staat strafbaar te zijn gesteld indien het beweerde handelen of nalaten, wanneer het onder gelijksoortige omstandigheden in de aangezochte Staat zou hebben plaatsgevonden, een strafbaar feit zou hebben opgeleverd krachtens de wetten van die Staat. Voor de toepassing van dit lid worden rechtsmachtbepalende elementen van strafbare feiten, opgenomen in federale wetten van de Verenigde Staten, zoals het gebruik van de posterijen of de handel tussen de staten, niet beschouwd als wezenlijke elementen van die strafbare feiten.

3. Een verzoek aan het Koninkrijk der Nederlanden tot overlegging van stukken, afkomstig van particulieren, dient aan het bepaalde in dit artikel te voldoen.

4. Een verzoek tot huiszoeking en inbeslagneming gericht tot de Verenigde Staten dient vergezeld te gaan van een voor of door een rechter in het Koninkrijk der Nederlanden op ede afgelegde verklaring, waaruit blijkt dat er gegronde redenen bestaan om aan te nemen dat een strafbaar feit is gepleegd of zal worden gepleegd en dat bewijsmateriaal ter zake bij de te onderzoeken personen of percelen zal worden gevonden, en waarin een nauwkeurige aanduiding van de te onderzoeken personen of percelen wordt gegeven. Een dergelijke verklaring geldt in de Verenigde Staten als een voor een Amerikaanse rechterlijke autoriteit onder ede afgelegde verklaring (affidavit).

5. Krachtens dit artikel overgelegde stukken worden naar behoren gewaarmerkt, als aangegeven in het verzoek, en van iedere overdracht van andere in beslag genomen zaken of van ander in beslag genomen bewijsmateriaal wordt een proces-verbaal opgesteld. Dergelijke verbalen betreffende overdracht worden erkend als bewijs van de daarin vermelde feiten.

Artikel 7

Overdracht van personen die zich in detentie bevinden naar de verzoekende Staat

1. Een persoon die zich in detentie bevindt en wiens verschijning als getuige of tot confrontatie voor een autoriteit in de verzoekende Staat noodzakelijk is, wordt naar de verzoekende Staat overgebracht indien:

a. degene die zich in detentie bevindt daarmee instemt;

b. geen belangrijke verlenging van zijn detentie wordt verwacht; en

c. de aangezochte Staat geen redenen heeft de overbrenging te weigeren.

2. De aangezochte Staat kan de uitvoering van het verzoek uitstellen zolang de aanwezigheid van de persoon noodzakelijk is in verband met een vooronderzoek of onderzoek ter terechtzitting in de aangezochte Staat.

3. De verzoekende Staat heeft de bevoegdheid en is verplicht de persoon in detentie te houden, tenzij de aangezochte Staat de vrijlating heeft bevolen.

4. De verzoekende Staat draagt een persoon die niet krachtens het derde lid is vrijgelaten wederom in detentie over aan de aangezochte Staat, zodra de omstandigheden dat toelaten of zoals anderszins wordt overeengekomen. De verzoekende Staat weigert niet een overgebrachte persoon wederom over te dragen omdat deze onderdaan van die Staat is.

Artikel 8

Overdracht van personen die zich in detentie bevinden naar de aangezochte Staat

1. Wanneer de verzoekende Staat de overdracht van een zich in detentie bevindende persoon naar de andere Staat tot confrontatie verlangt, maakt het verzoek daarvan melding.

2. De aangezochte Staat houdt de persoon in detentie, tenzij de verzoekende Staat de vrijlating heeft bevolen.

3. De aangezochte Staat draagt een persoon die niet krachtens het tweede lid is vrijgelaten wederom in detentie over aan de verzoekende Staat, zodra de omstandigheden dat toelaten of zoals anderszins wordt overeengekomen. De aangezochte Staat weigert niet de overgebrachte persoon wederom over te dragen omdat deze onderdaan van die Staat is.

Artikel 9

Vrijgeleide

1. Een persoon die ingevolge dit Verdrag voor een autoriteit in de andere Staat verschijnt, kan niet voor de rechter worden gebracht, noch in hechtenis genomen of onderworpen aan enige andere beperking van zijn persoonlijke vrijheid, met betrekking tot een feit of veroordeling vóór zijn vertrek, behalve als voorzien in de artikelen 7 en 8 en in het volgende lid.

2. Een persoon, ongeacht van welke nationaliteit, die is gedagvaard om als verdachte te verschijnen voor de gerechtelijke autoriteiten van de verzoekende Staat wordt niet vervolgd of onderworpen aan enige beperking van zijn persoonlijke vrijheid, wegens feiten of veroordelingen vóór zijn vertrek uit de aangezochte Staat die niet in de dagvaarding zijn omschreven.

3. Het in dit artikel verschafte vrijgeleide eindigt, indien de verschijnende persoon tien dagen nadat hij ervan in kennis is gesteld dat zijn aanwezigheid niet langer is vereist, de verzoekende Staat niet heeft verlaten of, na die Staat te hebben verlaten, daar is teruggekeerd.

4. Een persoon die als getuige verschijnt in de verzoekende Staat kan weigeren een getuigenverklaring af te leggen wanneer hij daartoe krachtens de wetten van de aangezochte Staat uit hoofde van zijn beroep een verplichting of een recht heeft, en de verlangde getuigenverklaring betrekking heeft op beschermde gegevens. De verzoekende Staat eerbiedigt de verplichting of het recht wanneer de bevoegde autoriteit van de aangezochte Staat bevestigt dat een zodanige verplichting of een zodanig recht bestaat.

Artikel 10

Beperkingen op de inwilliging

1. De aangezochte Staat kan een verzoek afwijzen in zoverre:

a. de uitvoering van het verzoek zou kunnen leiden tot een aantasting van de veiligheid of van andere, wezenlijke algemene belangen van die Staat;

b. het verzoek betrekking heeft op een zaak die door de aangezochte Staat als een politiek delict wordt beschouwd;

c. het verzoek betrekking heeft op de vervolging van een persoon die uit hoofde van de wetten van de aangezochte Staat betreffende een voorafgaande vervolging niet kan worden vervolgd ter zake van het strafbare feit waarvoor de rechtshulp wordt gevraagd;

d. het verzoek niet voldoet aan de bepalingen van dit Verdrag.

2. De aangezochte Staat kan de uitvoering van een verzoek uitstellen of dit inwilligen onder bepaalde voorwaarden, indien de uitvoering een vooronderzoek of een onderzoek ter terechtzitting in de aangezochte Staat, zou doorkruisen.

3. De aangezochte Staat stelt de verzoekende Staat onmiddellijk in kennis van de reden van een weigering of uitstel van de uitvoering van een verzoek.

Artikel 11

Bescherming van vertrouwelijke gegevens en beperking van hun gebruik

1. De aangezochte Staat kan, indien nodig, verlangen dat bewijsmateriaal en gegevens, bij de toepassing van dit Verdrag verstrekt en gegevens daaraan ontleend, vertrouwelijk blijven overeenkomstig vastgestelde voorwaarden, behalve voor zover openbaarmaking noodzakelijk is als bewijs in een openbaar proces.

2. De verzoekende Staat gebruikt zonder voorafgaande toestemming van de aangezochte Staat, geen bij de toepassing van dit Verdrag verkregen bewijsmateriaal, of gegevens daaraan ontleend, voor andere doeleinden dan dewelke in het verzoek zijn vermeld.

Artikel 12

Uitvoering van verzoeken

1. De bevoegde autoriteit van de aangezochte Staat voldoet terstond aan het verzoek of zendt dit, in het voorkomende geval, ter uitvoering door aan de daartoe bevoegde autoriteit.

2. Verzoeken worden uitgevoerd overeenkomstig de interne wet en de interne procedures van de aangezochte Staat, behalve voor zover dit Verdrag anders bepaalt. De in het verzoek aangegeven procedures dienen te worden gevolgd, zelfs indien zij in de aangezochte Staat ongebruikelijk zijn, behalve voor zover zulks uitdrukkelijk is verboden in de wetten van de aangezochte Staat.

Artikel 13

Inhoud van de verzoeken

1. Een verzoek om rechtshulp houdt in:

a. de naam van de autoriteit die het onderzoek of de procedure, waarop het verzoek betrekking heeft, leidt;

b. het onderwerp en de aard van het onderzoek of de procedure;

c. een beschrijving van het verlangde bewijsmateriaal, de verlangde gegevens of de te verrichten handelingen; en

d. het doel waartoe het bewijsmateriaal, de gegevens of de handeling worden verlangd.

2. Voor zover noodzakelijk en mogelijk houdt een verzoek tevens in:

a. de beschikbare gegevens betreffende de identiteit en verblijfplaats van een op te sporen persoon;

b. de identiteit en verblijfplaats van een persoon aan wie een stuk moet worden betekend, de relatie van die persoon tot de procedure en de wijze waarop de betekening moet worden verricht;

c. de identiteit en verblijfplaats van personen van wie bewijsmateriaal wordt verlangd;

d. een beschrijving van de wijze waarop een getuigenverklaring dient te worden afgenomen en op schrift gesteld;

e. een lijst van de te beantwoorden vragen;

f. een nauwkeurige opgave van de plaats waar huiszoeking moet worden verricht en van de voorwerpen die in beslag moeten worden genomen;

g. een beschrijving van een eventuele bijzondere procedure die moet worden gevolgd bij de uitvoering van het verzoek; en

h. gegevens betreffende de toelagen en onkostenvergoedingen waarop iemand die in de verzoekende Staat verschijnt aanspraak kan maken.

Artikel 14

Bevoegde autoriteiten

Alle verzoeken om rechtshulp worden ingediend en uitgevoerd door tussenkomst van een Bevoegde Autoriteit voor elk der Verdragsluitende Partijen. De bevoegde autoriteiten van de beide Staten verstaan zich rechtstreeks tot elkaar met het oog op de uitvoering van de bepalingen van dit Verdrag. De Bevoegde Autoriteit voor de Verenigde Staten van Amerika is de ,,Attorney General'' of zijn gemachtigde. De Bevoegde Autoriteit voor het Koninkrijk der Nederlanden is de minister van justitie in Nederland of de minister van justitie in de Nederlandse Antillen, dan wel hun gemachtigden.

Artikel 15

Terugzending van ingewilligde verzoeken

1. De aangezochte Staat zendt nadat aan het verzoek is voldaan het originele verzoek, te zamen met alle verkregen gegevens en bewijsmateriaal, onder vermelding van de plaats en tijd waarop aan het verzoek werd voldaan, terug aan de verzoekende Staat, tenzij anders is overeengekomen.

2. Voor zover mogelijk dienen alle volgens een verzoek krachtens dit Verdrag te verstrekken stukken en documenten volledig en in onverkorte vorm te worden verstrekt. De aangezochte Staat doet op verzoek van de verzoekende Staat al het mogelijke om originele stukken en documenten te verstrekken.

Artikel 16

Terugzending van stukken, documenten of ander bewijsmateriaal

De verzoekende Staat zendt alle stukken, documenten of zaken, die tot bewijs dienen en die zijn verstrekt ter voldoening aan een verzoek, zo snel mogelijk terug, tenzij de verzoekende Staat afstand doet van die terugzending.

Artikel 17

Kosten en vertalingen

1. De aangezochte Staat verleent rechtshulp aan de verzoekende Staat zonder kosten in rekening te brengen, behalve voor honoraria van in het verzoek opgegeven, particuliere deskundigen.

2. De verzoekende Staat draagt alle kosten met betrekking tot de overbrenging krachtens de artikelen 7 en 8 van een zich in detentie bevindende persoon.

3. De verzoeken dienen te zijn gesteld zowel in het Engels als in het Nederlands. De vertaling van op verzoek verstrekte stukken wordt verzorgd door de verzoekende Staat.

Artikel 18

Andere verdragen en interne wetten

1. De rechtshulp en procedures, voorzien in dit Verdrag, doen niet af aan enigerlei rechtshulp of procedure, die kan worden verleend of kan worden gevolgd krachtens andere internationale overeenkomsten of regelingen of krachtens de interne wetten van de Verdragsluitende Partijen, noch verhinderen of beperken zij deze.

2. Behalve ingeval dit Verdrag uitdrukkelijk regels geeft voor de erkenbaarheid van bewijs, is aan de bepalingen van dit Verdrag voor niemand het recht te ontlenen in een strafrechtelijke procedure te vorderen dat enig bewijsmateriaal wordt achter gehouden of van de procedure wordt uitgesloten. Door dit Verdrag worden krachtens het interne recht bestaande rechten op een nieuwe gerechtelijke beoordeling niet uitgebreid of beperkt.

3. Bepalingen inzake uitlevering van personen, hetzij van intern recht hetzij verdragsbepalingen, zijn niet van toepassing op de overdracht van personen krachtens de artikelen 7 en 8, of op de verschijning krachtens het tweede lid van artikel 9.

Artikel 19

Inwerkingtreding

1. Dit Verdrag dient te worden bekrachtigd; de akten van bekrachtiging worden zo spoedig mogelijk te Washington D.C. uitgewisseld.

2. Dit Verdrag treedt in werking 30 dagen na de uitwisseling van de akten van bekrachtiging. Dit Verdrag is van toepassing op feiten, begaan zowel vóór als na zijn inwerkingtreding.

Artikel 20

Toepassingsbereik

1. Wat het Koninkrijk der Nederlanden betreft, is dit Verdrag van toepassing op het grondgebied van het Koninkrijk in Europa en op de Nederlandse Antillen, tenzij de akte van bekrachtiging van de Regering van het Koninkrijk der Nederlanden, bedoeld in artikel 19, anders bepaalt.

2. Het Koninkrijk der Nederlanden behoudt zich het recht voor ten tijde van de bekrachtiging te verklaren dat dit Verdrag niet van toepassing zal zijn op verzoeken om rechtshulp ter zake van fiscale delicten, gericht tot de Nederlandse Antillen. Dit voorbehoud kan te allen tijde geheel of gedeeltelijk worden ingetrokken door middel van een uitwisseling van diplomatieke nota's tussen de Verdragsluitende Partijen.

Artikel 21

Opzegging

1. Elk van beide Verdragsluitende Partijen kan dit Verdrag te allen tijde beëindigen door daarvan aan de andere Partij kennis te geven, en de beëindiging wordt van kracht zes maanden na de datum van ontvangst van die kennisgeving.

2. De beëindiging van dit Verdrag door de Regering van het Koninkrijk der Nederlanden kan worden beperkt tot één van de samenstellende delen van het Koninkrijk.

GEDAAN te 's-Gravenhage op 12 juni 1981 in twee exemplaren, in de Engelse en de Nederlandse taal, zijnde beide teksten gelijkelijk authentiek.

For the Government of the United States of America
Voor de Regering van de Verenigde Staten van Amerika

[1]

For the Government of the Kingdom of the Netherlands
Voor de Regering van het Koninkrijk der Nederlanden

[2]

[1] Thomas J. Dunnigan.
[2] C.A. van der Klaauw.

Annex

Requests for search and seizure may be executed under paragraph 1 of Article 6 of the Treaty, if they relate to offenses covered by:

I

A. – For the Kingdom of the Netherlands (Europe):–

The Criminal Code (Wetboek van Strafrecht), Articles 194, 272, 328 bis, 328 ter and 336.

B. – For the Kingdom of the Netherlands (Netherlands Antilles):–

The Criminal Code of the Netherlands Antilles (Wetboek van Strafrecht van de Nederlandse Antillen), Articles 200, 285, 341a and 349.

II

– For the United States of America:–

Title 26, United States Code (The Internal Revenue Code), § 7203.

Texts of the relevant legal provisions:

Netherlands Criminal Code

Article 194

Any person who has been declared bankrupt or is married "in community of property" to a bankrupt or who is a manager or director of a public or private company, association or foundation, and who has been legally summoned to give information in such capacity and either fails to appear without good reason or appears but refuses to give the required information or deliberately furnishes false information shall be liable to a term of imprisonment not exceeding one year.

Article 272

(1) Any person who deliberately discloses information which he knows or should reasonably be assumed to know he is bound not to disclose on account of his present or former profession or office or of a statutory regulation, shall be liable to a term of imprisonment not exceeding one year or a fine not exceeding 6,000 guilders.

(2) If such an offence is committed against a particular person proceedings may be brought only if the person concerned registers a complaint.

Article 328 bis

Any person who commits a fraudulent act in order to mislead the public or a particular person, with the intention of building up, protecting or increasing his own sales or those of another person, shall, if this could result in any disadvantage to his competitors or those of such other person, be guilty of engaging in unfair competition and be liable to a term of imprisonment not exceeding one year or a fine not exceeding 1,800 guilders.

Article 328 ter

(1) Any person other than a public servant, who is in paid employment or acts as an agent and who accepts a gift or promise in consideration of his performing or failing to perform some act in the course of his duties as employee or agent and dishonestly conceals the fact from his employer or principal shall be liable to a term of imprisonment not exceeding one year or a fine not exceeding 100,000 guilders.

(2) The same penalty shall be applicable to any person who offers a gift or makes a promise to another person, who is not a public servant but is in paid employment or acts as an agent, in consideration of the latter performing or failing to perform some act in the course of his duties as employee or agent, if the gift or promise is of such a nature or is offered or made under such circumstances that it is reasonable to assume that he will dishonestly conceal the gift or promise from his employer or principal.

Article 336

The "merchant", manager, managing partner or member of the board of a company, association or foundation who deliberately discloses untrue accounts, or a balance sheet, profit and loss account, statement of assets and liabilities or information explaining any of the above or who deliberately permits disclosure shall be liable to a term of imprisonment not exceeding one year.

Criminal Code of the Netherlands Antilles

Article 200

Any person who has been declared bankrupt or is married "in community of property" to a bankrupt or who is a manager or director of a public or private company, association or foundation which has been declared bankrupt and who has been legally summoned to give information in such capacity and either fails to appear without good reason or appears but refuses to give the required information or deliberately furnishes false information shall be liable to a term of imprisonment not exceeding one year.

Article 285

(1) Any person who deliberately discloses information which he is bound not to disclose on account of his present or former profession or office shall be liable to a term of imprisonment not exceeding six months or a fine not exceeding six hundred guilders.

(2) If such an offence is committed against a particular person, proceedings may be brought only if the person concerned registers as compliant.

Article 341(a)

Any person who commits a fraudulent act in order to mislead the public or a particular person, with the intention of building up, protecting or increasing his own sales or those of another person, shall, if this could result in any disadvantage to his competitors or those of such other person, be liable to a term of imprisonment not exceeding one year or a fine not exceeding nine hundred guilders.

Article 349

The "merchant", manager, managing partner or member of the board of a company, association or foundation who deliberately discloses untrue accounts, or a balance sheet, profit and loss account, statement of assets and liabilities or information explaining any of the above or who deliberately permits disclosure shall be liable to a term of imprisonment not exceeding one year.

The Internal Revenue Code (Title 26, United States Code)

§ 7203

Any person required under this title to pay any estimated tax or tax, or required by this title or by regulations made under authority thereof to make a return (other than a return required under authority of section 6015), keep any records, or supply any information, who willfully fails to pay such estimated tax or tax, make such return, keep such records, or supply such information, at the time or times required by law or regulations, shall, in addition to other penalties provided by law, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than $ 10,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution.

Bijlage

Verzoeken tot huiszoeking en inbeslagneming kunnen ingevolge het eerste lid van artikel 6 van het Verdrag worden uitgevoerd, indien zij betrekking hebben op strafbare feiten, omschreven in:

I

A. Voor het Koninkrijk der Nederlanden (Europa):

Het Wetboek van strafrecht, de artikelen 194, 272, 328 bis, 328 ter en 336.

B. Voor het Koninkrijk der Nederlanden (Nederlandse Antillen):

Het Wetboek van strafrecht van de Nederlandse Antillen, de artikelen 200, 285, 341a en 349.

II

– Voor de Verenigde Staten van Amerika:

Titel 26, Wetboeken van de Verenigde Staten (Wetboek inzake interne belastingen), § 7203.

Tekst van de desbetreffende wettelijke bepalingen:

Nederlands Wetboek van Strafrecht

Artikel 194

Hij die, in staat van faillissement verklaard of als echtgenoot van een gefailleerde met wie hij in gemeenschap van goederen is gehuwd, of als bestuurder of commissaris van een naamloze vennootschap, besloten vennootschap met beperkte aansprakelijkheid, vereniging of stichting wettelijk opgeroepen tot het geven van inlichtingen, hetzij zonder geldige reden opzettelijk wegblijft, hetzij weigert de vereiste inlichtingen te geven, hetzij opzettelijk verkeerde inlichtingen geeft, wordt gestraft met gevangenisstraf van ten hoogste een jaar.

Artikel 272

1. Hij die enig geheim, waarvan hij weet of redelijkerwijs moet vermoeden, dat hij het uit hoofde van ambt, beroep of wettelijk voorschrift, dan wel van vroeger ambt of beroep verplicht is het te bewaren, opzettelijk schendt, wordt gestraft met gevangenisstraf van ten hoogste een jaar of geldboete van ten hoogste zesduizend gulden.

2. Indien dit misdrijf tegen een bepaald persoon gepleegd is, wordt het slechts vervolgd op diens klachte.

Artikel 328 bis

Hij die, om het handels- of bedrijfsdebiet van zichzelve of van een ander te vestigen, te behouden of uit te breiden, enige bedrieglijke handeling pleegt tot misleiding van het publiek of van een bepaald persoon, wordt, indien daaruit enig nadeel voor concurrenten van hem of van dien ander kan ontstaan, als schuldig aan oneerlijke mededinging, gestraft met gevangenisstraf van ten hoogste een jaar of geldboete van ten hoogste achttienhonderd gulden.

Artikel 328 ter

1. Hij die, anders dan als ambtenaar, werkzaam zijnde in dienstbetrekking of optredend als lasthebber, naar aanleiding van hetgeen hij in zijn betrekking of bij de uitvoering van zijn last heeft gedaan of nagelaten dan wel zal doen of nalaten, een gift of belofte aanneemt en dit aannemen in strijd met de goede trouw verzwijgt tegenover zijn werkgever of lastgever wordt gestraft met gevangenisstraf van ten hoogste een jaar of geldboete van ten hoogste honderdduizend gulden.

2. Met gelijke straf wordt gestraft hij die aan iemand die, anders dan als ambtenaar, werkzaam is in dienstbetrekking of optreedt als lasthebber, naar aanleiding van hetgeen deze in zijn betrekking of bij de uitvoering van zijn last heeft gedaan of nagelaten dan wel zal doen of nalaten, een gift of belofte doet van dien aard of onder zodanige omstandigheden, dat hij redelijkerwijs moet aannemen dat deze de gift of de belofte in strijd met de goede trouw zal verzwijgen tegenover zijn werkgever of lastgever.

Artikel 336

De koopman, de bestuurder, de beherende vennoot of commissaris van een vennootschap, vereniging of stichting, die opzettelijk een onware staat of een balans, winst- en verliesrekening, staat van baten en lasten of toelichting op een dier stukken openbaar maakt of zodanige openbaarmaking opzettelijk toelaat, wordt gestraft met gevangenisstraf van ten hoogste een jaar.

Wetboek van Strafrecht van de Nederlandse Antillen

Artikel 200

Hij die, in staat van faillissement verklaard of als echtgenoot van een gefailleerde met wie hij in gemeenschap van goederen is gehuwd of als bestuurder of commissaris ener in staat van faillissement verklaarde vennootschap, maatschappij, vereniging of stichting, wettelijk opgeroepen tot het geven van inlichtingen, hetzij zonder geldige reden opzettelijk wegblijft, hetzij weigert de vereiste inlichtingen te geven, hetzij opzettelijk verkeerde inlichtingen geeft, wordt gestraft met gevangenisstraf van ten hoogste een jaar.

Artikel 285

1. Hij die opzettelijk enig geheim, hetwelk hij uit hoofde van zijn hetzij tegenwoordig hetzij vroeger ambt of beroep, verplicht is te bewaren, bekend maakt, wordt gestraft met gevangenisstraf van ten hoogste zes maanden of geldboete van ten hoogste zeshonderd gulden.

2. Indien dit misdrijf tegen een bepaald persoon is gepleegd wordt het slechts vervolgd op diens klachte.

Artikel 341a

Hij die, om het handels- of bedrijfsdebiet van zichzelve of van een ander te vestigen, te behouden of uit te breiden, enige bedrieglijke handeling pleegt tot misleiding van het publiek of van een bepaald persoon, wordt, indien daaruit enig nadeel voor concurrenten van hem of van dien ander kan ontstaan, gestraft met gevangenisstraf van ten hoogste een jaar of een geldboete van ten hoogste negenhonderd gulden.

Artikel 349

De koopman, de bestuurder, de beherende vennoot of commissaris van een vennootschap, vereniging of stichting, die opzettelijk een onware staat of een balans, winst- en verliesrekening, staat van baten en lasten of toelichting op een dier stukken openbaar maakt of zodanige openbaarmaking opzettelijk toelaat, wordt gestraft met gevangenisstraf van ten hoogste een jaar.

Title 26. U.S.C.

§ 7203

Hij die ingevolge deze titel verplicht is een al dan niet geschat bedrag aan belasting te betalen of ingevolge of krachtens deze titel verplicht is een aangifte (niet zijnde een aangifte ingevolge § 6015) te doen, boekhouding bij te houden of informatie te verschaffen en opzettelijk in gebreke blijft op het daartoe bij of krachtens de wet aangegeven tijdstip dat al dan niet geschat bedrag aan belasting te betalen, die aangifte te doen, die boekhouding bij te houden of die informatie te verschaffen is, onverminderd andere bij de wet voorziene straffen, schuldig aan een overtreding en wordt in geval van veroordeling gestraft met een geldboete van ten hoogste 10000 US dollar of gevangenisstraf van ten hoogste 1 jaar, of beide, en dient tevens de kosten van de vervolging te betalen.

[EXCHANGE OF NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA
The Hague

June 12, 1981

No. 55

Excellency,

I have the honor to refer to the Treaty between the United States of America and the Kingdom of the Netherlands on Mutual Assistance in Criminal Matters signed today, and in particular to Articles 4, 6, 11 and 14 thereof, and express the understanding of the United States with respect to those Articles.

Article 4

Paragraph 2 of Article 4 permits each Party to provide to the other records in the possession of the government, other than those publicly available, and information derived therefrom. It also allows each Party the option of refusing to provide, or placing conditions on the disclosure of, such records and information. The Parties intend to furnish such records and information, to the extent permitted by domestic law, except where disclosure would cause harm to individuals cooperating in criminal investigations, compromise voluntary sources of information crucial to government operations, or otherwise adversely affect the operations of government or the administration of justice.

The Parties recognize that disclosure of tax records and information is strictly limited under their respective domestic tax laws because the proper operation of those laws depends upon taxpayer cooperation. Accordingly, tax records and information will be provided under the Treaty with respect to criminal investigations and proceedings only to the extent, and under the same conditions, that they would be available in criminal investigations and proceedings in the Requested State.

Article 6

The Parties understand that Article 6 establishes a far-reaching mutual obligation to comply with requests for search and seizure. Since this kind of assistance entails compulsory measures which may seriously intrude into the private life and affairs of the individual, the Parties agree that requests for search and seizure will be granted only where the criminal acts or omissions are punishable under the laws of both States and the request is executed according to the domestic laws and administrative practices of the Requested State.

In the Kingdom of the Netherlands, the established administrative practice is that with respect to offenses called "fiscal offenses," which relate to duties, taxes, customs and exchange, compulsory measures of this kind are judiciously invoked. Accordingly, the Government

of the Kingdom of the Netherlands takes the view that in executing requests for search and seizure under international agreements, it will not depart from its policy of restraint. The Government of the Kingdom understands Article 6 to allow it to retain its customary discretion in the execution of requests relating to fiscal offenses.

Certain Federal laws of the United States, such as those governing drugs, poisonous chemicals, substances injurious to health, firearms and other weapons, explosive and incendiary devices, are based on constitutional powers as the power to tax and promote public health and, consequently, are couched in terms of tax, health, and other laws. In executing requests by the United States with respect to such laws, the Kingdom of the Netherlands does not intend to retain the discretion ordinarily exercised with respect to fiscal offenses under the laws of the Kingdom of the Netherlands. This discretion will be retained only when the subject offenses relate to duties, taxes, customs or exchange according to the laws of both Parties.

Under the laws and practices of the United States, the requirements for search and seizure in fiscal cases are no stricter than in other kinds of cases. An application for a warrant for search and seizure in the United States must establish good cause to believe that an offense has taken place and that evidence of the

offense is to be found on the person or premises to be searched. The description of the person or premises to be searched and the objects to be seized must be precise. Accordingly, a request by the Kingdom of the Netherlands to the United States for search and seizure should ordinarily be accompanied by a statement, made by or before a judge of the Kingdom of the Netherlands, of the facts establishing the basis for the issuance of the warrant.

Article 11

Although paragraph 1 of Article 11 allows either Party to impose restrictions on evidence and information provided, both Parties recognize that where judicial procedures require evidence to be presented in a public proceeding, such evidence and information may be so used to the extent the Requesting State deems necessary.

With respect to paragraph 2 of Article 11, both Parties agree that consent to use tax records and information for a purpose other than that stated in the initial request can be given. However, such consent will be limited to those instances where the subsequent use is consistent with the domestic laws and practices of the Requested State.

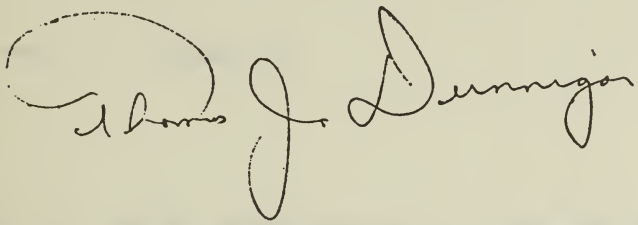
Article 14

Requests made by the Competent Authorities specified in Article 14 are to be honored in the Requested State in a way which harmonizes with domestic law. It is understood that whereas requests under this Treaty and all subsequent communications are exchanged between the Competent Authorities designated, such requests will originate from prosecutors, investigating authorities or courts. The Competent Authorities of the Kingdom of the Netherlands will convey requests from public prosecutors, examining magistrates and courts. The Competent Authority of the United States will make requests on behalf of prosecutors and law enforcement agencies and will convey requests from courts.

Certain domestic laws of the Parties provide for assistance to foreign authorities only when the originator of the request is a judicial authority. Although prosecutors and law enforcement agencies are not considered judicial authorities under the laws of the United States, requests made on their behalf by the Attorney General of the United States, for purposes of applying the laws of the Kingdom of the Netherlands, shall be considered requests of a judicial authority. Requests made on behalf of public prosecutors in the Kingdom of the Netherlands, for purposes of applying the laws of the United States, shall be considered requests of a judicial authority.

I would appreciate from your Excellency confirming that the understanding described above is also the understanding of the Kingdom of the Netherlands.

Accept, Excellency, assurances of my highest consideration.



MINISTERIE VAN BUITENLANDSE ZAKEN

The Hague, 12 June 1981

Sir,

I have the honor to acknowledge receipt of your letter of today's date, which reads as follows:

[For text of the U.S. note, see pp. 1386-1391.]

I have the honor to confirm that the understanding described above is also the understanding of the Kingdom of the Netherlands.

Please accept, Sir, the assurance of my highest consideration.

C. A. van der Klaauw

MULTILATERAL

Antarctica: Measures in Furtherance of Principles and Objectives of the Antarctic Treaty [1]

Certain recommendations adopted at the Ninth Consultative Meeting under Article IX of the Antarctic Treaty, at London October 7, 1977;
Recommendations IX-1 through IX-6 effective September 8, 1983.

[1] Signed Dec. 1, 1959. TIAS 4780; 12 UST 794.

[CERTAIN RECOMMENDATIONS[1] OF THE NINTH ANTARCTIC TREATY CONSULTATIVE MEETING][2]

RECOMMENDATION IX-1

Antarctic Mineral Resources

The Representatives,

Recalling the provisions of the Antarctic Treaty, which establishes a regime for international co-operation in Antarctica, with the objective of ensuring that Antarctica should continue forever to be used exclusively for peaceful purposes and should not become the scene or object of international discord;

Bearing in mind the provisions of Article IV of the Treaty;

Convinced that the framework established by the Antarctic Treaty has proved effective in promoting international harmony in furtherance of the purposes and principles of the United Nations Charter,[3] in ensuring the protection of the Antarctic environment, and on promoting freedom of scientific research in Antarctica;

Noting with thanks the Report of the Scientific Committee on Antarctic Research (SCAR) Group of Specialists entitled Preliminary Assessment of the Environmental Impact of Mineral Exploration/Exploitation in Antarctica (EAMREA);

Recognizing nevertheless that adequate scientific data concerning the harmful environmental effects of activities related to the exploration and exploitation of Antarctic mineral resources, should they occur, are not yet available;

---

[1] Recommendations IX-1 through IX-6 having been approved by the requisite Contracting Parties became effective in accordance with article IX(4) of the Antarctic Treaty.

[2] The English language text printed herein is an extract from the Report of the Ninth Antarctic Treaty Consultative Meeting. The original documents relating to the Meeting are held in the archives of the British Government, London.

[3] Signed June 26, 1945. TS 993; 59 Stat. 1031; 3 Bevans 1153.

Concerned that unregulated activities related to exploration and exploitation of mineral resources could adversely affect the unique environment of the Antarctic and other ecosystems dependent on the Antarctic environment;

Conscious that the Consultative Parties to the Antarctic Treaty in carrying out scientific research in the area have accumulated valuable experience and can substantially contribute to the protection of the environment and the rational use of Antarctic mineral resources, should exploration or exploitation thereof occur;

Aware of the special responsibilities of Consultative Parties to ensure that any activities in Antarctica, including commercial exploration and exploitation in the future, should they occur, should not become the cause of international discord, of danger to the unique Antarctic environment, of disruption to scientific investigation, or be otherwise contrary to the principles or purposes of the Antarctic Treaty;

Recommend to their Governments that:

1. They reaffirm the basic principles set forth in Recommendation VIII-14[1] of the Eighth Antarctic Treaty Consultative Meeting;

2. They take note with appreciation of the Report of the Group of Experts on Mineral Exploration and Exploitation annexed to the Report of the Ninth Consultative Meeting and make the best possible use of its conclusions and guidelines;

3. They continue to study the environmental implications of mineral resource activities in the Antarctic Treaty Area and hold at a time and place to be arranged through diplomatic channels a meeting of ecological, technological and other related experts, in accordance with Recommendation IV-24,[2] with a view to developing scientific programmes aimed at:

(i) improving predictions of the impact of possible technologies for mineral exploration and exploitation in the Antarctic, as outlined in Section IIB of the Report of the Group of Experts, and in Section 5 of the SCAR/EAMREA Group Report;

(ii) developing measures for the prevention of damage to the environment or for its rehabilitation, in accordance with Section IIC of the Report of the Group of Experts;

4. They endorse the following principles elaborated at the Special Preparatory Meeting held in Paris from 28 June to 10 July 1976:—

(i) the Consultative Parties will continue to play an active and responsible role in dealing with the question of the mineral resources of Antarctica;

(ii) the Antarctic Treaty must be maintained in its entirety;

(iii) protection of the unique Antarctic environment and of its dependent ecosystems should be a basic consideration;

(iv) the Consultative Parties, in dealing with the question of mineral resources in Antarctica, should not prejudice the interests of all mankind in Antarctica;

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[1] TIAS 10486; 34 UST 2227.
[2] TIAS 6668; 20 UST 617.

5. They note that the provisions of Article IV of the Antarctic Treaty shall not be affected by the regime. It should ensure that the principles embodied in Article IV of the Antarctic Treaty are safeguarded in application to the area covered by the Antarctic Treaty;

6. They study the content of a future regime based on the principles contained in paragraphs 4 and 5 and on such further principles, rules and arrangements as may be agreed, taking full account of all proposals submitted to the IXth Consultative Meeting;

7. The subject "Antarctic Resources – The Question of Mineral Exploration and Exploitation" be the subject of intensified consultation among them and they urge the host Government of the Tenth Consultative Meeting to convene a meeting to consider legal and political aspects of mineral resource issues; this meeting to report to the Tenth Consultative Meeting on the results of its work;

8. They urge their nationals and other States to refrain from all exploration and exploitation of Antarctic mineral resources while making progress towards the timely adoption of an agreed regime concerning Antarctic mineral resource activities. They will thus endeavour to ensure that, pending the timely adoption of agreed solutions pertaining to exploration and exploitation of mineral resources, no activity shall be conducted to explore or exploit such resources. They will keep these matters under continuing examination;

9. The subject "Antarctic Resources – The Question of Mineral Exploration and Exploitation" be placed on the Agenda of the Tenth Antarctic Treaty Consultative Meeting.

RECOMMENDATION IX-2

Antarctic Marine Living Resources

The Representatives,

Recalling the special responsibilities conferred upon the Consultative Parties in respect of the preservation and conservation of living resources in the Antarctic by virtue of Article IX paragraph 1(f) of the Antarctic Treaty;

Recalling further the history of action taken by Consultative Parties concerning conservation and protection of the Antarctic ecosystem including, in particular, Recommendations III–VIII,[1] VIII–10,[2] VIII–13[2] and IX–5;[3]

Noting that concentrations of marine living resources are found in the Antarctic Treaty area and adjacent waters;

Aware of the need to compile more information with a view to developing a good scientific foundation for appropriate conservation measures and rational management policies for all Antarctic marine living resources;

Recognising the urgency of ensuring that these resources are protected by the establishment of sound conservation measures which will prevent overfishing and protect the integrity of the Antarctic ecosystem;

[1] Not yet in force.
[2] TIAS 10486; 34 UST 2227.
[3] See p. 1400.

Concerned that interim guidelines for the protection and conservation of Antarctic marine living resources are desirable until such time as a definitive regime enters into force;

Convinced that provision for effective measures to conserve Antarctic marine living resources as well as for collection and analysis of the data necessary to develop such measures will require the early conclusion of a definitive conservation regime;

Recommend to their Governments that:

I

Scientific Research

1. To the greatest extent feasible, they cooperate broadly and comprehensively in scientific investigations, and in the exchange of information thereon, relating to the Antarctic marine environment and that they intensify as far as possible scientific research related to Antarctic marine living resources;

2. In planning their marine activities in the Antarctic, they have regard to the advantages that will accrue from coordination by them of their scientific investigations contributing to the BIOMASS programme;

3. They give sympathetic consideration to the provision of practical measures (such as ships, ship time, personnel and finance) in support of the implementation of the BIOMASS programme or other similar programmes;

4. They examine the possibility of integrating, in so far as is practicable, research vessel programmes with the activities of other vessels, and make available on vessels operating in the Antarctic, other than research vessels contributing directly to the BIOMASS programme, time and facilities for routine observations aimed at extending the data base for the programme.

II

Interim Guidelines for the Conservation of Antarctic Marine Living Resources

1. They observe the following interim guidelines pending entry into force of the definitive regime for Antarctic Marine Living Resources:

(a) they cooperate as broadly and comprehensively as possible in the mutual exchange of statistics relating to catch of Antarctic Marine Living Resources;

(b) they should show the greatest possible concern and care in the harvesting of Antarctic Marine Living Resources so that it does not result in the depletion of stocks of Antarctic marine species or jeopardizing the Antarctic marine ecosystem as a whole;

(c) they urge those Governments which are not parties to the Antarctic Treaty and which engage in activities involving the use of the marine living resources of Antarctica to take account of these guidelines;

2. They review these interim guidelines as and when necessary and in any event following the conclusion of the definitive regime with a view to their future elaboration in the light of the provisions of the definitive regime.

III

Establishment of a Definitive Conservation Regime

1. A definitive regime for the Conservation of Antarctic Marine Living Resources should be concluded before the end of 1978.[1]

2. A Special Consultative Meeting be convened in order to elaborate a draft definitive regime, and in particular:

(a) to determine the form of the definitive regime, including the question as to whether an international instrument such as a convention is necessary;

(b) to prepare, if necessary, draft rules of procedure for a subsequent decisive meeting for the establishment of the definitive regime;

(c) to decide on participation in such a meeting by States other than Consultative Parties which are actively engaged in research and exploitation of Antarctic Marine Living Resources and the participation, on an observer basis, of appropriate international organisations;

(d) to finalise the date and place of the decisive meeting;

(e) to take any other steps in order to facilitate the work of the decisive meeting referred to above.

3. The Special Consultative Meeting shall base its work on this recommendation and take account of the discussions at the Ninth Consultative Meeting, its report and the documents presented to it, and, in the elaboration of a draft definitive regime, shall take into account *inter alia* the following elements:

(a) the regime should explicitly recognise the prime responsibilities of the Consultative Parties in relation to the protection and conservation of the environment in the Antarctic Treaty area and the importance of the measures recommended by the Consultative Parties to this end;

(b) The provisions of Article IV of the Antarctic Treaty shall not be affected by the regime. It should ensure that the principles embodied in Article IV are safeguarded in application to the marine areas south of 60° South latitude;

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[1] See Convention on the Conservation of Antarctic Marine Living Resources. Done at Canberra May 20, 1980. TIAS 10240; 33 UST 3476.

(c) the regime should provide for the effective conservation of the marine living resources of the Antarctic ecosystem as a whole;

(d) the regime should cover the area of specific competence of the Antarctic Treaty;

(e) the regime should, however, extend north of 60° South latitude where that is necessary for the effective conservation of species of the Antarctic ecosystem, without prejudice to coastal state jurisdiction in that area;

(f) the regime should not apply to species already regulated pursuant to existing international agreements but should take into account the relationship of such species to those species covered by the regime.

RECOMMENDATION IX-3

Improvement of Telecommunications in the Antarctic

The Representatives,

Considering that requirements in the field of telecommunications as regards collection and dissemination of meteorological data, and the need for scientific, administrative and operational traffic have developed substantially since the second telecommunications meeting of experts of the Consultative Parties held in Buenos Aires in 1969;

Considering that the implementation of Recommendation VI-1[1] and VII-7,[2] and participation in the programmes of the World Meteorological Organisation, particularly the World Weather Watch, require a thorough review and improvement of the network operating in the Antarctic;

Recommend to their Governments that they:

1. Compile comprehensive data, each for its own part, on the types of traffic, modes of transmission, timing, frequencies of their telecommunications schedules and current equipment of their telecommunications programmes in the Antarctic, as well as on projects in the process of implementation and proposed improvements, in particular by designating, where appropriate, stations capable of replacing others in the event of breakdown;

2. Forward all such data to each of the other Consultative Parties via diplomatic channels on the one hand and on the other by direct despatch to the departments concerned;

3. Arrange for a meeting of telecommunications experts to be held, on the initiative of the Government of the host country, before the Tenth Consultative Meeting, to analyse the data thus compiled, suggest desirable measures of harmonisation and put forward recommendations on improvements to be made in the operation of the telecommunications network in the Antarctic;

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[1] TIAS 7796; 25 UST 267.
[2] TIAS 8500; 28 UST 1141.

4. Request SCAR through their National Antarctic Committees to undertake, at the earliest opportunity, a study of the most recent applications of science and technology to the specific problems of the Antarctic in the field of propagation of radio waves, and to pass on its conclusions to the Consultative Parties prior to their Tenth Meeting or if necessary to the next Consultative Meetings.

RECOMMENDATION IX-4

Co-operation in Transport

The Representatives,

Recalling the appropriate provisions of the Treaty as well as Recommendation VIII-7;[1]

Acknowledging the comprehensive report on transport resources and potential requirements delivered to the Fourteenth Meeting of the Scientific Committee on Antarctic Research (SCAR);

Concurring that the most effective use of aviation assets will be in co-ordinated air support projects (as circumstances permit) without major additional construction or investment;

Noting that new types of aircraft, equipment, and facilities are either being developed or likely to be introduced, and the continuing need for standardization of facilities and procedures to ensure effective co-ordination;

Recommend to their Governments that:

1. They request SCAR, through their National Antarctic Committees, to continue the work of the Sub-committee on Co-operative Air Transport System for Antarctica (CATSA) of the Working Group on Logistics;

2. They request their offices responsible for the administration of Antarctic expeditions to adopt, to the extent practicable, such measures for improved compatibility of facilities and procedures as SCAR might be able to suggest.

RECOMMENDATION IX-5

Man's Impact on the Antarctic Environment

The Representatives,

Recommend to their Governments that they approve the following declaration on the Protection of the Antarctic Environment:

The Governments participating in the Ninth Antarctic Treaty Consultative Meeting,

Deeply aware that the Antarctic environment is unique and vulnerable to contamination and disturbance;

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[1] TIAS 10486; 34 UST 2227.

Determined to protect the Antarctic environment from harmful interference;

Having particular regard to the conservation principles developed by the Scientific Committee on Antarctic Research (SCAR) of the International Council of Scientific Unions;

Recalling their obligation to exert appropriate efforts, consistent with the Charter of the United Nations, to the end that no one engages in any activity in Antarctica contrary to the principles or purposes of the Antarctic Treaty;

Declare as follows:

1. The Consultative Parties recognise their prime responsibility for the protection of the Antarctic environment from all forms of harmful human interference;

2. They will ensure in planning future activities that the question of environmental effects and of the possible impact of such activities on the relevant ecosystems are duly considered;

3. They will refrain from activities having an inherent tendency to modify the Antarctic environment unless appropriate steps have been taken to foresee the probable modifications and to exercise appropriate controls with respect to harmful environmental effects;

4. They will continue to monitor the Antarctic environment and to exercise their responsibility for informing the world community of any significant changes in the Antarctic Treaty Area caused by man's activities.

RECOMMENDATION IX-6

Oil Contamination of the Antarctic Marine Environment

The Representatives,

Recommend to their Governments that:

1. They consider the possibility of preparing reports concerning the pathways by which oil may reach the Antarctic marine environment as a result of man's maritime activities in the Antarctic;

2. They include in these reports proposals relating to practicable means, if any, by which such oil contamination might be reduced;

3. They consider the possibility of instituting, in association with appropriate organisations, a programme for the determination of baseline levels of contamination of the Antarctic marine environment by oil;

4. They provide such reports as they may have prepared to, and further consider this matter at, the Meeting of Experts recommended in paragraph 3 of Recommendation IX-1, with a view to making proposals concerning these matters for consideration at the next Consultative Meeting.

MACAO

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Macau and Washington May 3 and June 14, 1983;
Entered into force October 1, 1983.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF MACAO AND THE UNITED STATES POSTAL SERVICE

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Macao and the United States of America, including any areas for which the respective postal administrations exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Oct. 1, 1983.

Done in duplicate and signed at Macau on the
3rd (third) day of May , 1983 and at
Washington, D.C. on the 14th day of June , 1983.

FOR THE POSTAL ADMINISTRATION OF MACAO: [1]

FOR THE UNITED STATES POSTAL SERVICE;

[2]
Assistant ~~Postmaster~~ General
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DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF MACAO AND THE UNITED STATES POSTAL SERVICE

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Macao and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar from. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall acccompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

LUXEMBOURG

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Luxembourg and Washington April 21 and June 14, 1983;
Entered into force October 1, 1983.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE ADMINISTRATION OF POSTS AND TELECOMMUNICATIONS OF LUXEMBOURG AND THE UNITED STATES POSTAL SERVICE

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Luxembourg and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1]TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Oct. 1, 1983.

Done in duplicate and signed at Luxembourg on the
day of april, 21, 1983 and at
Washington, D.C. on the 14th day of June, 1983.

FOR THE ADMINISTRATION OF POSTS AND TELECOMMUNICATIONS OF LUXEMBOURG:

[1]
The Director

FOR THE UNITED STATES POSTAL SERVICE:

[2]
Assistant Postmaster General
International Postal Affairs

[1] Joseph Heinen.
[2] W. E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE ADMINISTRATION OF POSTS AND TELECOMMUNICATIONS

OF LUXEMBOURG

AND

THE UNITED STATES POSTAL SERVICE

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Administation of Posts and Telecommunications of Luxembourg and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

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2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

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1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

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3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

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(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

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2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

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Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

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1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

COLOMBIA

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Washington and Bogota June 13 and July 7, 1983;
Entered into force September 3, 1983.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF COLOMBIA AND THE UNITED STATES POSTAL SERVICE

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Colombia and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

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4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

5. There shall be no imbalance charge assessed under the provisions of this article for the first 12 month period after the beginning of the service.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Sept. 3, 1983.

Done in duplicate and signed at Bogota on the seventh

(7) day of July , 1983 and at

Washington, D.C. on the 13th day of June , 1983.

FOR THE POSTAL ADMINISTRATION OF COLOMBIA:

[1]

ALFONSO SALAZAR PAEZ

Airmail General Administrator

FOR THE UNITED STATES POSTAL SERVICE:

[2]

Assistant Postmaster General
International Postal Affairs

[1] Alfonso Salazar Paez.
[2] W. E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF COLOMBIA AND THE UNITED STATES POSTAL SERVICE

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Colombia and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. The administrations may agree by correspondence to authorize the inclusion of merchandise in the items exchanged under this Agreement. Upon such agreement, items containing merchandise shall be exchanged in accordance with paragraphs two through five of this article.

2. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar from. The customs declaration shall be securely attached to each such item.

3. The contents of each such item shall be shown in detail on the customs declaration.

4. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

5. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

TURKEY

Scientific Cooperation

Agreement signed at Ankara February 21, 1983;
Entered into force October 11, 1983.
With exchange of notes.

Agreement
Between
The Government of the United States of America
and
The Government of the Republic of Turkey
Regarding
Scientific and Technological Cooperation

The Government of the United States of America and the Government of the Republic of Turkey,

-- on the basis of friendly relations existing between the two states and their peoples,

-- desiring to strengthen those relations,

-- considering their common interest in promoting the scientific and technological development of their states, and

-- reaffirming their determination to contribute to the strengthening of world peace,

-- have agreed as follows:

Article 1

The contracting parties shall promote cooperation between the two countries in science and technology for peaceful purposes.

Article 2

The object of this cooperation is to provide the scientists and technologists of the two countries with additional opportunities to exchange ideas, knowledge, information, skills, and techniques and to collaborate on problems of mutual interest.

Article 3

Pursuant to the aims of this Agreement, the two parties will encourage and facilitate, where appropriate, the development of direct contacts and cooperation between governmental agencies, universities, research centers, and other institutions and firms of the two countries and the conclusion of implementing arrangements between them for the conduct of cooperative activities under this Agreement.

Within this context, program documents identifying areas and priorities for cooperation will be prepared annually by the two governments.

Article 4

Cooperation under this Agreement may be undertaken in the fields of agriculture, health, energy, industrial technology, and any other areas of science and technology, as may be agreed upon by the contracting parties.

Article 5

The cooperation contemplated under this Agreement may include training, exchange of scientific and technological information, exchanges of scientists and technical experts, the convening of joint seminars and meetings, the conduct of joint research projects, and other forms of scientific and technological cooperation, as may be agreed upon.

Article 6

1. Unless otherwise provided for, each party, participating agency, organization, or enterprise will bear the cost of its participation and that of its personnel engaged in cooperative activities under this Agreement.

2. Cooperative activities pursuant to this Agreement will be undertaken in accordance with the applicable laws and regulations in both countries and are subject to the availability of funds and personnel.

Article 7

1. Scientific and technological information of a non-proprietary nature derived from the cooperative activities conducted under this Agreement will be made available to the world scientific and technological community through customary channels and in accordance with the normal procedures of the participating agencies, organizations, or enterprises.

2. The disposition of patents, designs, and other industrial property arising from the cooperative activities under the Agreement will be provided for in the implementing arrangements referred to in Article 3.

Article 8

Each party will use its best efforts to facilitate entry to and exit from its territory of personnel engaged on and equipment used in projects and programs under this Agreement.

Article 9

Scientists, technical experts, governmental agencies, and institutions of third countries or international organizations may, if the parties agree, be invited to participate, at their own expense unless other arrangements are made, in programs and projects carried out under this Agreement.

Article 10

Nothing in this Agreement will be construed to prejudice other arrangements for scientific and technological cooperation between the two parties.

Article 11

1. This Agreement will enter into force on the date of exchange of notes announcing acceptance by each of the contracting parties in accordance with their respective national procedures[1] and will remain in force for five years. It may be modified or extended by written agreement of the parties.

[1] Oct. 11, 1983.

Six months in advance of the expiration of this Agreement, the two parties will review its implementation and consider its extension for up to five years with or without amendments.

2. Either party may terminate this Agreement at any time by giving written notice to the other party six months in advance of such termination. The termination of this Agreement will not affect the validity or duration of any implementing arrangements made under it.

Done in duplicate at Ankara, Turkey this 21st day of February, 1983.

For the United States of America

Robert Strausz-Hupe
American Ambassador

For the Republic of Turkey

Ilter Turkmen
Minister of Foreign Affairs

[EXCHANGE OF NOTES]

Ankara, February 21, 1983

No. 81

Excellency:

I have the honor to refer to the Agreement on Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Republic of Turkey, signed at Ankara on this date.

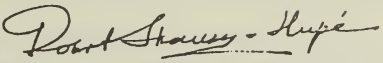
It is worthwhile to clarify the United States Government's understanding of certain points contained in Article III of the agreement on Science and Technology cooperation. In implementing similar agreements with other governments it has been the experience of the United States Government that the periodic program review referred to does not normally require high level meetings. Generally it has been found that members of the Embassy staff with appropriate guidance from Washington can ably represent the positions of the involved USG agencies. This procedure, of course, would not preclude meetings between representatives of technical agencies such as the National Science Foundation, and their Turkish counterparts, as warranted. During these periodic consultations, the role of the U.S. representatives would be to reflect the views of U.S. agencies with an expressed interest in cooperative programs and to seek to match these with interests expressed by the Turkish side. It is understood that the U.S. representative acting on behalf of a given agency would not have the authority to commit that agency to activities not permitted by law or its budget or research limitations.

His Excellency
Ilter Turkmen,
Minister of Foreign Affairs,
Ankara.

TIAS 10739

U.S. agency participation is limited not only by research interests but also by funding constraints. Most U.S. agencies have little or no funding designated for international cooperation. A key problem for developing mutually beneficial relationships has often been that of establishing contact between researchers with parallel interests. Especially in the early stages of joint research, funding of invitational travel and conferences necessary to initiate interchange requires the expenditure of limited amounts of available foreign currency reserves.

Accept, Excellency, the renewed assurances of my highest consideration.



REPUBLIC OF TURKEY
MINISTRY OF FOREIGN AFFAIRS

EİİE-II-311.055-2/83-150

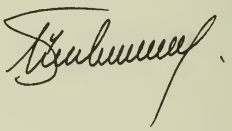
Ankara, February 21, 1983

Excellency,

I have the honour to refer to the Agreement on Scientific and Technological Cooperation between the Government of the Republic of Turkey and the Government of the United States signed at Ankara on this date and to the Side Letter concerning that Agreement contained in your Note No.81 also of this date.

The contents of the United States Government's Side Letter concerning the agreement on Science and Technology cooperation are deemed generally acceptable. In this connection, the Ministry of Foreign Affairs of Turkey will act as the coordinating authority for the Turkish side in developing relevant annual programs and undertaking program reviews. Other contacts within the same framework between the participating agencies will also be conducted under the aegis of the same authority.

Accept, Excellency, the renewed assurances of my highest consideration.



His Excellency
Robert Strausz-Hupe
Ambassador of the
United States of
America
A n k a r a.-

KUWAIT

Scientific and Technical Cooperation: Earth Sciences

Memorandum of understanding signed at Kuwait and Reston January 26 and April 29, 1983;
Entered into force April 29, 1983.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR OF THE
UNITED STATES OF AMERICA
AND
KUWAIT INSTITUTE FOR SCIENTIFIC RESEARCH OF THE
STATE OF KUWAIT
ON COOPERATION IN EARTH SCIENCES

Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as "USGS") and the Kuwait Institute for Scientific Research of the State of Kuwait (hereinafter referred to as "KISR"), hereby agree to pursue scientific and technical cooperation in earth sciences in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedure for cooperation.

The purpose of this Memorandum is to establish a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of USGS and KISR (hereinafter referred to as the "Parties") with respect to earth sciences.

For cooperation requested by KISR that extends into subjects outside the scope of USGS, USGS may, with the consent of KISR and compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

KISR may, with consent of USGS, include the participation of other organizations of Kuwait in the development of activities contained in the scope of this Memorandum.

Article I. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of, but not limited to, the exchange of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties, and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, studies of mineral resources of Kuwait, groundwater resources studies, and geologic mapping, including remote sensing applications.

Article II. Source of Funding

Cooperative activities under this Memorandum are subject to and dependent upon the availability of funds and personnel available to the Parties. The terms of financing will be agreed upon by the Parties in writing before the commencement of activities.

Article III. Rights in Information, Data and Innovations

All scientific, technical, and development information and data used in or derived from work performed pursuant to this Memorandum or any Annex hereto shall be freely exchanged between the Parties. Subject to the laws and regulations of the respective countries of the Parties, any information or data provided by one party shall be held confidential by the other party, unless agreed otherwise.

Article IV. Review of Activities

Each Party will designate representatives who, at times mutually agreed by them, will review the activities under this Memorandum.

Article V. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third party.

Article VI. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including, as appropriate, details concerning financial arrangements or the allocation of intellectual property rights shall be confirmed in writing by the Parties. Any activity involving other than the exchange of technical information or exchange visits of individuals shall be described in an annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between this Memorandum and the terms of any annex hereto, the terms of this Memorandum shall govern.

Article VII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by the Parties and remains in force for five (5) years. It may be modified or extended by mutual written agreement of Parties. This Memorandum may be terminated at any time by either Party upon ninety (90) days written notice to the other Party. Subject to Article II, the termination of this Memorandum shall not affect the validity or

duration of projects under this Memorandum which are initiated prior to such termination.

For the:

Geological Survey of the
Department of the Interior
United States of America

Name: Dallas L. Peck

Title: Director

Date: APR 29 1983

For the:

Kuwait Institute for
Scientific Research of the
State of Kuwait

Name: [1]

Title:

Date: (January 26, 1983)

[1] Adman Shihab-Eldin.

FRANCE

Atomic Energy: Fast Breeder Reactor Safety Research

Arrangement signed at Paris and Washington June 7 and 21, 1983;
Entered into force June 21, 1983.

TECHNICAL EXCHANGE AND COOPERATION ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
AND
THE COMMISSARIAT A L'ENERGIE ATOMIQUE
OF FRANCE
IN THE FIELD OF FAST BREEDER REACTOR SAFETY RESEARCH

The United States Nuclear Regulatory Commission (USNRC) and the Commissariat à l'Energie Atomique (CEA) of France, considering that

(a) they have a mutual interest in cooperation in the field of fast breeder reactor (FBR) safety research, with the objective of improving and thus ensuring the safety of FBRs on an international basis ; and that

(b) they already cooperate in the field of FBR safety research, under the terms of an Agreement between the CABRI Project and the USNRC on exchange of information concerning the in-pile CABRI and ACPR program (signed in June 1978),[1]

HEREBY AGREE AS FOLLOWS :

EFFECTIVE DATES JUN 21 1983

[1] Signed May 2 and June 7 and 22, 1978. TIAS 9603; 30 UST 7545. [Footnote added by the Department of State.]

ARTICLE 1 - OBJECTIVE

The USNRC and the CEA will continue their cooperation in the field of FBR safety research in accordance with the provisions of this Arrangement and on the basis of a reasonably balanced exchange. For NRC, it is understood that only information from NRC funded and sponsored programs will be exchanged. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations and national policy. Should any conflict arise between the terms of this Arrangement and those laws, regulations, or national policy, the parties agree to consult before any action is taken.

ARTICLE 2 - FORMS OF COOPERATION

Cooperation between the parties may take the following forms :

2.1. - The exchange of information in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree.

2.2. - The temporary assignment of personnel of one party or of its contractors to the laboratory or facilities owned by the other party or in which it sponsors research ; each such assignment to be considered on a case-by-case basis and be the subject of a separate attachment-of-staff agreement between appropriate representatives of the recipient and assigning organizations.

2.3. - The execution of joint programs and projects, including those involving a division of activities between the parties ; each such joint program and project shall be considered on a case-by-case basis and the subject of a separate agreement between the parties.

2.4. - The use by one party of facilities which are owned by the other party or in which research is being sponsored by the other party ; such use of facilities shall be the subject of separate agreements between the relevant entities and may be the subject to commercial terms and conditions.

2.5. - If either party wishes to visit, assign personnel,or use the facilities owned or operated by entities other than the parties to this Arrangement, the parties recognize that the prior approval of such entities will be

required in respect to the terms upon which such visit, assignment or use shall be made.

2.6. - Any additional form of cooperation upon which the parties may subsequently agree.

ARTICLE 3 - SCOPE OF INFORMATION EXCHANGE

3.1. - Each party will make available to the other information,(either in its possession or available to it),in the field of FBR safety research which it has the right to disclose concerning the technical areas listed in the Appendix A, in which the parties are sponsoring FBR safety research.

3.2. - Each party will promptly transmit and call to the other party's attention any information on its research results appearing to have significant safety implications. If the transmitting party notes such information to be of a proprietary nature, the recipient party shall control the further dissemination of the information in accordance with the provisions of Article 5.

3.3. - As agreed upon, the parties may also exchange information on any other topic related to FBR safety that is within the scope of CEA and NRC sponsored research.

ARTICLE 4 - ADMINISTRATION OF THE ARRANGEMENT

Each party will designate as Administrator a senior representative to coordinate its participation in the overall exchange. The Administrators will establish agreed upon procedures for implementing this Arrangement. Approximately annually, the Administrators will meet to review and define specific Reactor Safety Research Areas of Appendix A within which, during a fixed period of time, forms of cooperation (see Article 2) beyond the exchange of published information will be implemented. Appproximately annually, the Administrators will meet to review the status of exchange and cooperation established under this Arrangement, to recommend revisions for improving and developing the cooperation, and to discuss topics within the scope of the cooperation. The time, place and agenda for such meetings shall be agreed upon in advance.

ARTICLE 5 - EXCHANGE AND USE OF INFORMATION

5.1. - The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the need to protect privileged information exchanged hereunder, as defined in paragraph 5.2., and to the provisions of Article 6.

5.2. - It is recognized by the parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other privileged information of a proprietary nature. Such information, including trade secrets, inventions, patent information, and know-how, made available hereunder and which bears a restrictive designation shall not be used for commercial purposes or made public without the consent of the transmitting party. Such information is defined as follows :

a - held in confidence by the owner ;
b - of a type customarily held in confidence by the owner ;
c - not generally known or publicly available from other sources ;
d - not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality, and
e - not already in the possession on the receiving party or its contractors.

5.3. - If the parties agree to transmit such privileged information, they shall first agree, prior to the transmission of the information (during the meetings of the Administrators referred to in Article 4 and mention of such agreement being in the minutes of the meeting) upon the privileged or proprietary nature of such information and upon the conditions of transmission. If the parties are unable to agree upon the privileged nature of the information or the conditions of transmission, said information shall not be transmitted under this Arrangement.

5.4. - The party receiving privileged information pursuant to this Arrangement shall respect the nature thereof, provided such information is clearly marked with the appropriate legend of the transmitting party and with the following (or substantially similar) restrictive legend :

"Except as set forth in the Agreement between USNRC and CEA dated .....
or except as agreed during the meeting of the Administrators held on
....., this document containing privileged information shall not
be disseminated outside the recipient's organization without prior approval
of (name of transmitting party)".

5.5. - Privileged information, as defined above, provided by one party to the other under this Arrangement shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed upon, be limited as follows

1 - persons within the receiving party,
2 - other concerned governmental agencies of the receiving party,
3 - subject to an agreement of the Administrators as mentioned in paragraph 5.3., persons employed by the receiving party, prime and subcontractors of the receiving party for use only within the framework of their contract(s) with the respective party engaged in work related to the subject matter of the privileged information so disseminated, and entities associated with the receiving party. *

5.6. - Non documentary privileged information provided in the seminars and other meetings organized under this Arrangement, or information arising from the attachment of staff, use of facilities or joint projects shall be treated by the parties in accordance with the principles specified in this Article, provided, however, that the party communicating such prileged information places the recipient on notice as to the character of the information communicated.

5.7. - The application or use of any information exchanged or transferred between the parties under the Arrangement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use or application.

* Currently the two associated entities of the CEA are EDF and NOVATOME ; the NRC has none at this time.

5.8 - Each party shall exercise its best efforts to ensure that privileged information received by it under this Arrangement is controlled as provided herein. If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

5.9 - Nothing contained in this Arrangement shall be construed as requiring either party to transmit to the other party information that it considers as privileged or of a proprietary nature and which has been acquired or developed prior to or outside the course of cooperative activities under this Arrangement.

5.10- Nothing contained in this Arrangement shall preclude the use or dissemination of information received by a party from sources outside this Arrangement.

5.11- The provisions on non-dissemination of privileged information given in this Article shall continue notwithstanding the termination of this Arrangement or any extension thereof, until release is authorized by the transmitting party.

ARTICLE 6 - PATENTS

6.1 - With respect to any invention or discovery conceived or first actually reduced to practice in the implementation of this Arrangement :

6.1.1. - If conceived or first actually reduced to practice by personnel of a party (the assigning party) or its contractors while assigned to the other party (the recipient party) or its contractors, in connection with an exchange of scientists and other specialists :

6.1.1.1. - The Recipient Party shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries ; and

6.1.1.2. - The Assigning Party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.2. - If conceived by or first actually reduced to practice by a party or its contractors as a direct result of employing information which has been communicated to it under this Arrangement by the other party or its contractors, but not otherwise agreed to under a cooperative effort covered by paragraph 6.1.3.

6.1.2.1. - The party so conceiving or first actually reducing to practice such invention of discovery shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries ; and

6.1.2.2. - The other party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.3. - For other specific forms of cooperation, including exchange of samples, materials, instruments and components for special joint research projects, the parties shall provide for appropriate distribution of rights to inventions. In general, however, each party should normally determine the rights to such inventions in its own country, and the rights to such inventions in other countries should be agreed by the parties on an equitable basis.

6.1.4. - Notwithstanding the allocation of rights covered under paragraphs 6.1.1. and 6.1.2, in any case where one party first actually reduces to practice (after the execution of this Arrangement) an invention, either conceived or actually reduced to practice by the other party prior to execution of this Arrangement, or conceived or actually reduced to practice by the other party outside of the cooperative activities implementing this Arrangement, then the parties shall provide for an appropriate distribution of rights, taking into account existing commitments with third parties ; provided, however, that each party shall determine the rights to such invention in its own country.

6.2. - The party owning a patent covering any invention referred to in paragraph 6.1. above shall license the patents to nationals and licensees of the other party, upon request of the other party on nondiscriminatory terms and conditions under similar circumstances. At the time of such a request, the other party will be informed of all licenses already granted under such patent.

6.3. - Each party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article. Each party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

6.4. - It is understood that after the Community Patent Convention has come into force, the parties shall consult together to adapt the geographical allocation of the patent rights in order to allow a possible implementation of the said Convention.

ARTICLE 7 - COSTS

Except when otherwise specifically agreed upon by the parties, all costs arising in the implementation of this Arrangement shall be borne by the party that incurs them. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriate funds.

ARTICLE 8 - FINAL PROVISIONS

8.1. - This Arrangement shal enter force upon the last date of signature, and, subject to paragraph 8.2., shall remain in force for a period of 5 years unless extended for a further period of time by agreement of the parties.

8.2. - Either party may withdraw from the present Arrangement after providing the other party written notice 6 months prior to its intended date of withdrawal.

DONE in duplicate in the English and French languages, each equally authentic.
IN WITNESS WHEREOF, this Arrangement has been entered on the day and year last entered below

FOR THE COMMISSARIAT A L'ENERGIE ATOMIQUE

P. TANGUY, Director
IPSN

Signed P. Tanguy

Date -7 JUN 1983

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

W.J. DIRCKS,
Executive Director for Operations

Signed

Date June 21, 1983

APPENDIX A

FAST BREEDER REACTOR SAFETY RESEARCH AREAS
INCLUDED IN THE USNRC-CEA EXCHANGE ARRANGEMENT

1. HEAT TRANSPORT AND REMOVAL

1.1 - Decay Heat Removal by Natural Convection Cooling

1.2 - Consequences of Heat Transport System Failure (pipe break , pump failure, etc.)

2. SODIUM FIRES AND INTERACTIONS

2.1 - Large Scale Sodium Fires

2.1.1 - Kinetics of Sodium Fires
2.1.2 - Sodium - Water-Air Interactions

2.2 - Sodium-Concrete Interactions

2.2.1 - Penetration Rates
2.2.2 - Reaction Products and Aerosols
2.2.3 - High temperature Behavior of Concrete
2.2.4 - Sodium Reactions with Other Materials

2.3 - Fuel-Coolant Interactions

2.4 - Sodium Fire Detection and Control

2.5 - Sodium Fire Aerosol Behavior

3. HYPOTHETICAL CORE DISRUPTIVE ACCIDENTS (HCDA)

(Accident Analysis and Analytical Model Development)

3.1 - Safety studies

3.2 - Theoretical Methods and Tools

3.2.1 - Predisassembly, Disassembly and Transition Phase
3.2.2 - Transient - System Behavior
3.2.3 - System Integrity, including
a - Elevated Temperature Creep Fatigue and Crack Growth
b - Fast Dynamics Properties of Irradiated Materials
c - Behavior of Structures under Seismic Loads

3.3 - Experiment supporting the Theoretical Tools

3.3.1 - Out-of-pile Experiments
3.3.2 - Safety Test Facilities and In-pile Tests
3.3.3 - Equation of State for Irradiated UO_2

3.4 - Post-Accident Heat Removal and Debris Bed Coolability

3.5 - Radiological Source Term and Aerosol Production from HCDA

4. OTHER SEVERE ACCIDENTS

4.1 - Potential of Fourth Category Accidents Initiators

4.2 - Severe Accident Analysis and Management

5. RISK AND RELIABILITY ASSESSMENT

6. REACTOR PHYSICS

ACCORD D'ECHANGE TECHNIQUE ET DE COOPERATION
ENTRE
LA COMMISSION DE REGLEMENTATION NUCLEAIRE DES ETATS-UNIS
ET
LE COMMISSARIAT A L'ENERGIE ATOMIQUE FRANCAIS
DANS LE DOMAINE DES ETUDES SUR LA SURETE DES
REACTEURS SURGENERATEURS A NEUTRONS RAPIDES

Considérant :

a/ qu'elles ont un avantage réciproque à coopérer dans le domaine de la recherche concernant la sûreté des réacteurs surgénérateurs à neutrons rapides (RNR), en vue d'améliorer et d'établir la sûreté des RNR sur une base internationale ;

b/ qu'elles coopèrent déjà dans le domaine des études sur la sûreté des RNR, dans le cadre d'un Accord signé en Juin 1978 entre les membres du programme CABRI et l'USNRC, qui prévoit un échange de connaissances concernant le programme d'expérimentation en pile CABRI et le programme ACPR,

les Parties Signataires, soit :

la Commission de Réglementation Nucléaire des Etats-Unis (USNRC) et

le Commissariat à l'Energie Atomique Français (CEA),

sont convenues de ce qui suit :

Dates d'entrée en vigueur : JUN 21 1983

ARTICLE 1 - OBJECTIF

L'USNRC et le CEA poursuivront leur coopération dans le domaine des études sur la sûreté des RNR conformément aux dispositions du présent Accord et sur la base d'un échange raisonnablement équilibré. En ce qui concerne la NRC, il est entendu que seules les informations issues de programmes financés et patronnés par la NRC seront échangées. Aucune disposition du présent Accord n'obligera l'une des Parties à entreprendre des actions qui seraient en contradiction avec les lois, les réglementations ou la politique de son pays. Si un quelconque conflit surgissait entre les dispositions du présent Accord et ces lois, réglementations ou politique nationale, les Parties conviennent de se consulter avant toute action.

ARTICLE 2 - FORMES DE COOPERATION

La coopération entre les Parties pourra se faire selon les modalités suivantes :

2.1. - Echange de connaissances sous forme de rapports techniques, données d'expérience, correspondance, bulletins d'information, visites, réunions d'experts et de toute autre manière convenue entre les Parties.

2.2. - Détachement temporaire de personnel d'une Partie ou de ses contractants dans les laboratoires ou les installations de l'autre Partie ou dans des laboratoires ou installations dans lesquels cette autre Partie finance des études ; chaque détachement sera étudié cas par cas et fera l'objet d'un accord particulier de détachement de personnel entre les représentants qualifiés de l'organisme d'accueil et ceux de l'organisme de détachement.

2.3. - Exécution de programmes et de projets en commun, y compris ceux entraînant une répartition des actions entre les Parties ; chaque programme ou projet en commun sera étudié cas par cas et fera l'objet d'un accord particulier entre les Parties.

2.4. - Utilisation par une Partie d'installations de l'autre Partie ou d'installations dans lesquelles cette autre Partie finance des travaux de recherche ; une telle utilisation fera l'objet d'accords séparés entre les organismes concernés et pourra être soumise à des conditions commerciales.

2.5. - Si l'une des Parties désire visiter ou utiliser des installations possédées ou exploitées par d'autres organismes que les Parties au présent Accord, ou y détacher du personnel, les Parties reconnaissent que l'approbation

préalable desdits organismes devra être obtenue sur les conditions de ces visites, détachements ou utilisations.

2.6. - Toute forme de coopération supplémentaire dont les Parties peuvent convenir ultérieurement.

ARTICLE 3 - DOMAINE DE L'ECHANGE DE CONNAISSANCES

3.1. - Chaque Partie mettra à la disposition de l'autre Partie les connaissances concernant les études sur la sûreté des RNR (dont elle est propriétaire ou dont elle peut disposer) qu'elle a le droit de divulguer, connaissances relevant des domaines techniques qui figurent à l'annexe A et qui font l'objet d'études sur la sûreté des RNR financées par les Parties.

3.2. - Chaque Partie informera l'autre Partie et lui transmettra rapidement les connaissances sur ses résultats d'études susceptibles d'avoir des implications significatives en matière de sûreté. Si la Partie émettrice indique que ces informations sont susceptibles d'appropriation, la Partie réceptrice contrôlera la dissémination ultérieure des connaissances conformément aux dispositions de l'Article 5.

3.3. - Comme convenu, les Parties pourront également échanger des connaissances sur tout autre sujet portant sur la sûreté des RNR pour autant qu'elles se situent dans le cadre des études patronnées par le CEA et la NRC.

ARTICLE 4 - ADMINISTRATION DE L'ACCORD

Chaque Partie désignera comme Administrateur un représentant de haut niveau pour coordonner sa participation à l'échange général. Les Administrateurs établiront d'un commun accord des procédures de mise en oeuvre du présent Accord. Les Administrateurs se réuniront environ une fois par an pour passer en revue et définir les domaines spécifiques d'études sur la sûreté des réacteurs visés à l'Annexe A, domaines parmi lesquels, pendant une période de temps donnée, la coopération sera mise en oeuvre sous diverses formes (cf. Article 2), au delà de l'échange de connaissances déjà publiées. Les Administrateurs se réuniront environ une fois par an pour apprécier le point des échanges et de la collaboration réalisés dans le cadre de cet Accord, pour proposer des modifications éventuelles nécessaires à l'amélioration et au développement de la coopération entre les Parties et pour discuter des sujets faisant l'objet de cette coopération. La date, le lieu et l'ordre du jour de telles réunions devront recevoir l'accord préalable des Parties.

ARTICLE 5 - ECHANGE ET USAGE DES CONNAISSANCES

5.1 - Les Parties favoriseront la dissémination la plus large possible des connaissances fournies ou échangées dans le cadre du présent Accord, sous réserve de la nécessité de protéger les connaissances privilégiées échangées dans le cadre des présentes, telles que définies au § 5.2, et sous réserve des dispositions de l'article 6.

5.2 - Les Parties reconnaissent que, à l'occasion de l'échange de connaissances, ou, au cours d'autres formes de coopération, les Parties peuvent se fournir l'une à l'autre des connaissances privilégiées susceptibles d'appropriation. Ces connaissances, y compris les secrets de fabrique, les inventions, les connaissances sur les brevets, le savoir-faire, mises à disposition dans le cadre des présentes et qui portent des marques restrictives, ne seront pas utilisées à des fins commerciales ou rendues publiques sans l'accord de la Partie qui les transmet. Ces connaissances sont définies comme :

a/ Celles qui sont gardées secrètes par leur propriétaire.
b/ Celles qui sont d'un type habituellement tenu secret par leur propriétaire.
c/ Celles qui ne sont généralement pas connues ou qui ne sont pas mises à disposition du public à partir d'autres sources.
d/ Celles qui n'ont pas été mises à disposition antérieurement par la Partie émettrice sans un accord de secret.
e/ Celles qui ne sont pas déjà en possession de la Partie qui les reçoit ou de ses contractants.

5.3 - Si les Parties sont d'accord pour transmettre de telles connaissances privilégiées, elles devront, préalablement à la transmission, s'entendre sur leur nature privilégiée ou sur le fait qu'elles sont susceptibles d'appropriation, et sur les conditions de leur transmission, au cours des réunions des Administrateurs mentionnées à l'article 4, mention d'un tel accord devant figurer aux minutes de la réunion. Si les Parties ne peuvent se mettre d'accord sur la nature privilégiée des connaissances ou sur les conditions de leur transmission, lesdites connaissances ne seront pas transmises dans le cadre du présent Accord.

5.4 - La Partie qui reçoit des connaissances privilégiées dans le cadre du présent Accord devra en respecter le caractère privilégié, à condition que les connaissances concernées portent clairement le sigle approprié

de la Partie émettrice ainsi que la formule restrictive suivante (ou une formule similaire) :

"Sous réserve des dispositions de l'Accord entre l'USNRC et le CEA, du ..... ou des dispositions convenues au cours de la réunion des Administrateurs du ....., ce document qui contient des connaissances privilégiées ne devra pas être divulgué hors de l'organisme qui le reçoit sans l'accord préalable de ..... (nom de la Partie émettrice)".

5.5 - Les connaissances privilégiées, telles que définies ci-dessus, fournies par une Partie à l'autre dans le cadre du présent Accord devront être utilisées uniquement pour la poursuite des programmes de sûreté nucléaire du pays destinataire. A moins qu'il n'en soit convenu autrement, leur dissémination sera limitée comme suit :

1/ aux personnes employées par la Partie destinataire ;

2/ aux autres agences gouvernementales concernées de la Partie destinataire ;

3/ sous réserve d'un accord entre les Administrateurs, comme prévu au § 5.3, aux personnes employées par la Partie destinataire, aux sous-traitants directs et indirects de cette dernière, en vue d'utiliser lesdites connaissances uniquement dans le cadre de leur(s) contrat(s) avec cette Partie qui poursuit des travaux en rapport avec l'objet des connaissances privilégiées ainsi communiquées, et aux entités qui collaborent avec la Partie destinataire.*

5.6 - Les connaissances privilégiées non écrites fournies au cours des séminaires et autres réunions organisées dans le cadre du présent Accord, ou les connaissances communiquées au cours du détachement de personnel, de l'utilisation d'installations ou provenant de programmes communs seront traitées par les Parties conformément aux principes spécifiés dans le présent article, à condition cependant que la Partie qui communique ces connaissances privilégiées informe la Partie destinataire de la nature des connaissances communiquées.

5.7 - L'application ou l'usage des connaissances échangées ou transférées entre les parties dans le cadre du présent Accord se fera sous la responsabilité de la Partie qui les reçoit, et la Partie émettrice ne garantit pas que les connaissances conviennent à tel ou tel usage ou telle ou telle application.

* Les deux entités qui collaborent actuellement avec le CEA sont EDF et NOVATOME. La NRC ne collabore avec aucune en ce moment.

5.8 - Chaque Partie fera son possible pour que les connaissances privilégiées qu'elle reçoit dans le cadre du présent Accord soient traitées comme stipulé aux présentes. Si l'une des Parties se rendait compte qu'elle sera, ou qu'elle peut s'attendre à être, dans l'incapacité de satisfaire les clauses de non-dissémination du présent article, elle devra en informer l'autre Partie immédiatement. Les Parties se consulteront par la suite pour définir les actions appropriées à entreprendre.

5.9 - Aucune disposition du présent Accord ne sera interprétée comme obligeant une des Parties à transmettre à l'autre Partie des connaissances qu'elle considère comme privilégiées ou comme susceptibles d'appropriation et qui ont été acquises ou développées antérieurement aux activités coopératives exécutées dans le cadre du présent Accord ou indépendamment de celles-ci.

5.10 - Aucune disposition du présent Accord n'empêchera l'usage ou la divulgation de connaissances qu'une Partie reçoit de tiers en dehors du présent Accord.

5.11 - Les dispositions sur la non-dissémination des connaissances privilégiées prévues au présent article resteront en vigueur après la résiliation du présent Accord ou celle de tout prolongement de celui-ci, jusqu'à ce que la communication en soit autorisée par la Partie émettrice.

ARTICLE 6 - BREVETS

6.1 - En ce qui concerne toute invention ou découverte conçue ou mise effectivement en pratique pour la première fois à l'occasion de la mise en oeuvre du présent Accord ;

6.1.1 - Si elle est conçue ou mise effectivement en pratique pour la première fois par le personnel d'une Partie (la Partie qui envoie le personnel) ou ses sous-traitants tandis qu'il est détaché auprès de l'autre Partie (la Partie qui reçoit le personnel) ou auprès de ses sous-traitants dans le cadre d'un échange de scientifiques ou d'autres spécialistes :

6.1.1.1 - La Partie qui reçoit le personnel acquerra tous les droits, titres ou intérêts sur cette invention ou découverte, demande de brevet ou brevet qui peut en résulter, dans son propre pays et dans les pays tiers ; et

6.1.1.2 - La Partie qui envoie le personnel acquerra tous les droits, titres et intérêts sur cette invention, découverte, demande de brevet ou brevet dans son propre pays.

6.1.2 - Si elle est conçue ou mise effectivement en pratique pour la première fois par une Partie ou ses sous-traitants comme résultat direct de l'utilisation de connaissances qui lui ont été communiquées par l'autre Partie ou ses sous-traitants dans le cadre du présent Accord et s'il n'y a pas une convention différente dans le cadre d'une activité coopérative prévue au § 6.1.3 :

6.1.2.1 - La Partie qui conçoit ou met effectivement en pratique cette invention ou découverte acquerra tous les droits, titres et intérêts sur cette invention ou découverte, et toute demande de brevet ou brevet qui peut en résulter dans son propre pays et dans les pays tiers ; et

6.1.2.2 - L'autre Partie acquerra tous les droits, titres et intérêts sur cette invention, découverte, demande de brevet ou brevet dans son propre pays.

6.1.3 - Dans le cas de coopération spécifique sous des formes différentes, incluant l'échange d'échantillons, de matériaux, de matériels ou de composants en vue de programmes spéciaux de recherche en commun, les Parties prévoiront une dévolution appropriée des droits sur les inventions. Cependant, d'une façon générale, chaque Partie déterminera en principe les droits sur ces inventions dans son propre pays, et les droits dans les autres pays devant être convenus entre les Parties sur une base équitable.

6.1.4 - Nonobstant la dévolution des droits prévus aux §§ 6.1.1 et 6.1.2, au cas où une partie (après la signature du présent Accord) met pour la première fois effectivement en pratique une invention, invention qui a été, ou est conçue, ou effectivement mise en pratique par l'autre Partie, soit avant la signature du présent Accord, soit en dehors des activités coopératives mettant en oeuvre le présent Accord, les Parties prévoiront une dévolution appropriée des droits, en tenant compte des engagements existant avec des tiers et, étant entendu toutefois, que chaque Partie déterminera les droits sur cette invention dans son propre pays.

6.2 - La Partie possédant un brevet couvrant une invention quelconque visée au § 6.1 concèdera une licence sur ce brevet aux ressortissants du pays de l'autre Partie ou aux licenciés de celle-ci, sur demande de cette dernière, à des conditions non discriminatoires dans des circonstances similaires. Au moment de cette demande, l'autre Partie sera informée de toutes les licences de ce brevet déjà concédées.

6.3 - Chaque Partie prendra toutes les mesures nécessaires pour obtenir la coopération de ses inventeurs requise pour la mise en oeuvre des dispositions du présent article. Chaque Partie assumera la responsabilité de payer à ses employés les récompenses ou indemnités dues en application des lois de son pays.

6.4 - Il est entendu qu'après l'entrée en vigueur de la Convention sur le Brevet Communautaire, les Parties se concerteront en vue d'aménager la répartition géographique des droits sur les brevets pour permettre une éventuelle application de ladite Convention.

ARTICLE 7 - COUTS

Sauf si les Parties en décident autrement, tous les coûts résultant de la mise en oeuvre du présent Accord seront supportés par la Partie qui les encourt. Il est entendu que la capacité des Parties d'exécuter leurs obligations dépend de la mise à disposition des ressources financières appropriées.

ARTICLE 8 - CLAUSES FINALES

8.1 - Le présent Accord entrera en vigueur à la date de la dernière signature et, sous réserve de l'application du § 8.2, il restera en vigueur pendant cinq (5) ans, sauf accord des Parties pour le prolonger pour une période supplémentaire.

8.2 - L'une ou l'autre des Parties pourra se retirer du présent Accord après l'avoir notifié par écrit à l'autre Partie six (6) mois avant la date prévue de son retrait.

Fait en double exemplaire, en Anglais et en Français, chaque version faisant également foi,

En foi de quoi, cet Accord est conclu à la date de la dernière signature ci-dessous.

Pour le COMMISSARIAT A L'ENERGIE ATOMIQUE	Pour la COMMISSION DE REGLEMENTATION NUCLEAIRE
P. Tanguy	
Par Pierre TANGUY	William J. DIRCKS
Titre Directeur de l'Institut de Protection et de Sûreté Nucléaire	Executive Director for Operations
Date -7 JUN 1983	JUN 21 1983

ANNEXE A

DOMAINES DE RECHERCHE SUR
LA SURETE DES REACTEURS SURGENERATEURS A NEUTRONS RAPIDES
COUVERTS PAR L'ACCORD D'ECHANGE TECHNIQUE ET DE COOPERATION
ENTRE L'USNRC ET LE CEA

1. TRANSPORT ET EXTRACTION DE LA CHALEUR

1.1 - Extraction de la chaleur résiduelle par refroidissement en convection naturelle

1.2 - Conséquences d'un incident sur le système de transport de chaleur (rupture de tuyauteries, arrêt de pompe, etc.)

2. FEUX DE SODIUM ET INTERACTIONS

2.1 - Feux de sodium à grande échelle

2.1.1 - Cinétique des feux de sodium

2.1.2 - Interactions sodium-eau-air

2.2 - Interactions sodium-béton

2.2.1 - Taux de pénétration

2.2.2 - Produits de la réaction et aérosols

2.2.3 - Comportement du béton à haute température

2.2.4 - Réactions du sodium avec d'autres matériaux

2.3 - Interactions sodium-combustible

2.4 - Détection et contrôle des feux de sodium

2.5 - Comportement des aérosols issus de feux de sodium

3. ACCIDENTS HYPOTHETIQUES DE DESTRUCTION DU COEUR

(Analyse des accidents et développement des modèles analytiques)

3.1 - Etudes de sûreté

3.2 - Méthodes théoriques et outils

3.2.1 - Situation transitoire avec et sans modification de la géométrie de l'aiguille

3.2.2 - Transitoire - comportement du système

3.2.3 - Problèmes de confinement du système, en particulier :

a - Fatigue par fluage et évolution des fissures à haute température

b - Propriété des matériaux irradiés soumis à des charges dynamiques rapides

c - Comportement des structures sous charges sismiques

3.3 - Expériences support des outils théoriques

3.3.1 - Expériences hors pile

3.3.2 - Installations d'études de sûreté et essais en pile

3.3.3 - Equation d'état de l'UO_2 irradié

3.4 - Extraction de la chaleur résiduelle et refroidissement des lits de débris

3.5 - Terme source radiologique et production d'aérosols à partir d'un accident hypothétique de destruction du coeur

4. AUTRES ACCIDENTS GRAVES

4.1 - Causes initiatrices potentielles des accidents de 4ème catégorie

4.2 - Analyse des accidents graves et leur prise en compte

5. EVALUATION DES RISQUES ET DE LA FIABILITE

6. PHYSIQUE DES REACTEURS

ANTIGUA AND BARBUDA

Economic, Technical and Related Assistance

Agreement signed at St. John's June 17, 1983;
Entered into force June 17, 1983.

ANTIGUA AND BARBUDA

GENERAL AGREEMENT FOR ECONOMIC,

TECHNICAL AND RELATED ASSISTANCE

The Government of the United States of America and the Government of Antigua and Barbuda, desiring to conclude an agreement relating to economic and technical cooperation between both countries, have agreed as follows:

Article I. To assist the Government of Antigua and Barbuda, the Government of the United States of America is furnishing such economic, technical and related assistance hereunder as is requested or agreed to by representatives of appropriate agencies of the Government of Antigua and Barbuda and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as is requested and approved by other representatives designated by the Government of the United States of America and the Government of Antigua and Barbuda. Such assistance is made available in accordance with written arrangements or agreements between the above-mentioned representatives.

Article II. To promote the economic and social progress of Antigua and Barbuda, the Government of Antigua and Barbuda will contribute fully within the limits of its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Antigua and Barbuda concerning programs and operations hereunder. The Government of Antigua and Barbuda will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operation planned or carried out and to evaluate results.

Article III. The Government of Antigua and Barbuda will receive a special mission, currently named USAID, and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this mission and its personnel as part of the diplomatic mission of the Government of the United States of America for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank. The special mission shall enjoy the same inviolability of premises as is extended to the diplomatic mission of the Government of the United States of America. Members of the mission shall be exempt from all identifiable taxes and duties of any nature whatsoever, now or hereafter in force in Antigua and Barbuda. Such tax exemption shall include, but not be limited to, the airport departure tax, income tax, consumption taxes, stamp taxes, taxes on gasoline, hotel and restaurant sales tax, the tax on the rental of housing, and all import duties. The Government of the United States may, at its discretion, establish the special mission in the territory of Antigua and Barbuda or provide the assistance contemplated in Article I of this Agreement by means of persons present in Antigua and Barbuda on short-term assignment.

Article IV. In order to assure the maximum benefits to the people of Antigua and Barbuda from the assistance to be furnished hereunder: (a) goods or services to be provided and used in connection with this Agreement by the Government of the United States of America, or by a contractor financed by that Government for a project approved by the designated representative of the Government of Antigua and Barbuda shall be exempt from all taxes on ownership or use and all other taxes, investment or deposit requirements, and currency controls in Antigua and Barbuda, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes,

docking, airport or other user charges or commissions that represent a Government tax, taxes on purchase or disposition and any other taxes or similar charges in Antigua and Barbuda; and (b) all persons, including contractors and contractor employees financed by the Government of the United States for projects approved by the Government of Antigua and Barbuda, except persons who are citizens of Antigua and Barbuda or whose usual or customary residence is in Antigua and Barbuda, who are present in Antigua and Barbuda to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Antigua and Barbuda and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into Antigua and Barbuda for their own use, as is accorded by the Government of Antigua and Barbuda to diplomatic personnel of the United States Embassy or to the most favored foreign diplomatic Mission in residence.

Article V. Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Antigua and Barbuda at the most favorable rate providing the largest number of units of such currency for United States dollars which, at the time conversion is made, is not unlawful in Antigua and Barbuda.

Article VI. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until six months after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

All or any part of the program of assistance provided hereunder, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, may be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undersirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States.

The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

Done in duplicate at St. John's, Antigua this 17th day of June , 1983.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: [1]

Title Ambassador

FOR THE GOVERNMENT OF ANTIGUA AND BARBUDA

By: V. C. Bird [2]

Title: Prime Minister

[1] Milan D. Bish.
[2] V. C. Bird.

TUNISIA

Agricultural Commodities

Agreement signed at Tunis June 4, 1983;
Entered into force June 4, 1983.
And amending agreement
Signed at Washington July 1, 1983;
Entered into force July 1, 1983.

AGREEMENT BETWEEN THE

GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Tunisia agree to the sale of the agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Title I Agreement signed on June 7, 1976,[1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I - Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat	1983	75,000	Dollars 10.0
Totals		75,000	Dollars 10.0

Item II - Payment Terms:

Dollar Credit (DC)

1. Initial Payment: Fifteen (15) percent;
2. Currency Use Payment: None;
3. Number of Installment Payments: Nineteen (19);
4. Amount of Each Installment Payment: Approximately equal annual amounts;
5. Due Date of First Installment Payment: Two (2) years after the date of the last delivery of commodities in each calendar year;
6. Initial Interest Rate: Three (3) percent;
7. Continuing Interest Rate: Four (4) percent.

[1] TIAS 8506; 28 UST 1233.

Item III - Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat	1983	425,000

Item IV - Export Limitations:

A. The Export Limitation Period:

The Export Limitation Period shall be the U.S. Fiscal Year 1983 or any subsequent U.S. Fiscal Year during which the commodities finances under this Agreement are being imported or utilized.

B. Commodities To Which Limitations Apply:

For the purpose of Part I. Article III A. 4. of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or the same products under different names).

Item V - Self-Help Measures

A. The Government of Tunisia has established increased agricultural production and rural income, and improved distribution of income as major long-term objectives and as specific objectives of its Sixth Development Plan. The long-term objectives which continue to be accorded the highest priority in Tunisia's agricultural development plan (VI), include:

1. Production growth 5% per year versus -0.1% actual during 5th Plan.
2. Agriculture balance of payments deficit in 1986 of 50 MD versus 100 MD in 1981.
3. Creation of 30,000 jobs in irrigated agriculture and provide 13 million work days in dryland tree crops and livestock.
4. Investment of 1,550 MD (18.9%) of total public investment versus 584 MD (12.9%) in 5th Plan.

Major investment will continue in development of water resources and account for about 39% of the total budget for agriculture. In consideration of the financial support provided by the Government of the United States under this Agreement, The Government of Tunisia agrees to assign priority to the specific measures described below to increase agricultural production and improve distribution of income. These measures will be implemented to as to contribute directly to the development progress in rural areas and to enable the rural poor to participate in increased agricultural production.

B. In order to implement the program envisioned in the March 1981 PL 480 Title I[1] Program Paper, the Government of Tunisia has decided, in accordance with the objectives of the Sixth Plan, to undertake the following self-help activities to enable the poor, smaller farmers to participate in increasing agricultural production. The Government of Tunisia agrees to provide adequate financial, technical, and managerial resources for the implementation of these measures:

1. Expand the supply and improve the scheduling of nitrogenous fertilizer imports.

(a) Maintain and provide financing for the Sixth Plan target for nitrogen consumption equivalent of 116,000 MT of ammonium nitrate in 1982-83 (from an actual level of 79,000 MT in 1980-81) and 130,000 MT in 1983-84.

(b) Arrange importations so that the total needs for 1983-84 (May 1 - April 30) plus an additional amount for a strategic reserve of at least 15,000 MT (145,000 MT total) are available in Tunisia before the end of February, 1984. The scheduling between May 1983 and February 1984, should be such as to insure adequate supplies at all times.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

A new ammonium nitrate plant is expected to come on stream during the 1983-84 period, imports will be scheduled based on conservative estimates of plant start up and monthly review of the status by the Ministry of Agriculture. The plant is expected to go on stream by August producing 1,000 MT per day; 130,000 MT will be reserved for 1983-84 consumption.

2. Maintain an adequate supply of triple super phosphate (TSP) in the distribution system to permit at least a seven (7) percent increase in annual growth rate in the consumption of TSP equivalent during the 1983-84 crop period (15% above 1981-82).

3. Improve the distribution system for fertilizer. (a) In 1982, margins for cooperative and private dealers were increased from 1D500 to 6D600 per metric ton for ammonium nitrate and 4D750 for TSP. During 1983-84, information will be supplied dealers on proper use of fertilizer and other agricultural chemicals.

(b) Plans have been prepared for construction of 40 new fertilizer wholesale-retail storage entities to be used also for grain. Construction of 22 with 14,000 MT of capacity for which contracting is underway are to be completed by January 1984. Schedules and contracts for the other 18 sites will be completed during April-October 1983.

4. Improve collection, handling and storage capacity for cereals. In addition to the dual purpose storage noted above, contracting procedures are in final stages for 100,000 MT of new grain storage and rehabilitation of 54,000 MT as follows with the last units to be completed within 30 months of contracting:

Bizerte	10,000 MT new (+ 20,000 improved)
Beja	10,000 MT new
Kalaa Sghrira	20,000 MT new

Sfax	20,000 MT new
Gafsa	10,000 MT new
Gabès	30,000 MT new
Manouba	54,000 MT rehabilitated

5. Conduct essential fertilizer-research and disseminate information via public and private channels.

(a) Physical research on alternative lower-cost forms of fertilizer such as diammonium phosphate (DAP), urea and direct application of ammonia (NH_3) or aqueous solutions of ammonia will be further expanded from 1982-83.

(b) Study the comparative costs per nutrient-kilogram of these and presently used fertilizers in relation to yield-response from the points of view of both the farmer and the national economy.

(c) Information material on fertilizer use will be disseminated through the new private and cooperative dealer network by October 1983.

(d) Expand fertilizer response - soil analysis correlation research.

6. The 1982 study of constraints on use of production increasing inputs identified credit as a major constraint. Major emphasis will be placed on accelerating expansion of supply and improving efficiency of distribution of short and medium term credit including allocation of some of the sales proceeds of PL 480 financed grain for credit.

7. Continue programs to expand and improve extension, and soil testing services to serve small and medium-size farmers.

Two laboratories have been completed, ESAK (Le Kef), DPV (Cap Bon), and a third is near completion at INRAT (Tunis). Needed equipment will be installed, trained personnel assigned and farmer soil analysis services initiated at each before the end of 1983.

8. Support research to develop superior varieties of forage legumes (Medicago spp.) and cereal grains adapted to local conditions and resistant to major plant diseases in Tunisia.

Item VI - Economic Development Purpose for Which Proceeds Accruing to Recipient Country Are to be Used:

A. The Government of Tunisia allots the proceeds accruing from the sale of the commodities financed under this Agreement to help finance the self-help measures set forth in the Agreement and for the development sectors of agricultural and rural development, in a manner designed to increase the access of the most disadvantaged population to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes, the Government of Tunisia intends to pay particular attention to improving the lives of the most disadvantaged population and its capacity to participate in the development of Tunisia.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this forth day of June, 1983 in two original copies in both the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

G. NORMAN ANDERSON
Chargé d'Affaires a.i.
Embassy of the United States
of America at Tunis

FOR THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

AHMED BEN ARFA
Secretary to the Minister
of Foreign Affairs
In Charge of International
Cooperation

ACCORD

entre

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

et

LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE

POUR LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne conviennent de la vente des produits agricoles ci-dessous mentionnés. Cet Accord est composé du préambule et des Parties I et III de l'Accord du Titre I signé le 7 juin 1976, ainsi que de la Partie II ci-après.

PARTIE II - DISPOSITIONS PARTICULIERES

Article I. Tableau des Produits:

Produits	Période de livraison (Année Budgétaire Américaine)	Quantité approximative (Tonnes Métriques)	Valeur maximale sur le marché d'exportation (Millions)
Blé	1983	75.000	$10,0
Totaux		75.000	$10,0

Article II. Modalités de Paiement:

Crédit en Dollars (CD)

1. Paiement Initial - Quinze (15) pour cent;
2. Paiement pour l'Utilisation du Pays Exportateur: Néant;
3. Nombre de Versements: Dix-neuf (19);
4. Montant de Chaque Versement: En tranches annuelles à peu près égales;
5. Date d'Echéance du Premier Versement: Deux (2) ans après la date de la dernière livraison des denrées pour chaque année civile;
6. Taux d'Intérêt Initial: Trois (3) pour cent;
7. Taux d'Intérêt des Autres Paiements: Quatre (4) pour cent.

Article III. Tableau des Achats Commerciaux Habituels:

Produit	Période d'Importation (Année Budgétaire Américaine)	Achats Commerciaux Habituels Requis (Tonnes Métriques)
Blé	1983	425.000

Article IV. Limitation des Exportations:

A. Période Limite des Exportations:

La Période Limite des Exportations sera l'Année Budgétaire Américaine 1983 ou toute Année Budgétaire Américaine subséquente durant laquelle les produits financés dans le cadre de cet Accord seront importés ou utilisés.

B. Produits Auxquels s'Appliquent ces Limites:

Aux fins de l'Article III. A. 4. de la Partie I de cet Accord, les produits non exportables sont: le blé, la farine de blé, les flocons de blé, la semoule, la farine et le bulgur (ou les mêmes produits différemment nommés).

Article V. Mesures d'Auto-Assistance:

A. Le Gouvernement Tunisien a établi l'augmentation de la production agricole et des revenus ruraux ainsi que l'amélioration de la répartition de ces revenus ses principaux objectifs à long terme aussi bien que les objectifs spécifiques de son 6e Plan de Développement. Les objectifs à long terme, qui continuent de se voir accorder la plus grande priorité dans le plan de développement agricole de la Tunisie (6ème) comprennent:

1. Une croissance de la production de 5% par an contre 0.1% pendant le 5ème Plan.
2. Un déficit de la balance commerciale agricole de 50 millions de dinars en 1986 contre 100 millions en 1981.
3. La création d'environ 30.000 emplois dans l'agriculture irriguée et l'offre de 13 millions de journées de travail dans l'arboriculture en sec et l'élevage.

4. L'investissement de 1.550 millions de dinars (18.9%) contre 584 millions de dinars (12.9%) pendant le 5ème Plan.

Des investissements importants continueront d'être effectués pour le développement des ressources hydrauliques et s'élèveront à 39% du budget total pour l'agriculture. Tenant compte du soutien financier apporté par le Gouvernement des Etats-Unis dans le cadre de cet Accord, le Gouvernement Tunisien convient de donner la priorité aux mesures spécifiques décrites ci-dessous pour augmenter la production agricole et les revenus et pour améliorer la répartition de ces derniers. Ces mesures seront mises en oeuvre de manière à contribuer directement à promouvoir le développement dans les zones rurales et à permettre aux populations rurales désavantagées de participer au développement de la production agricole.

B. Afin d'exécuter le programme envisagé dans le Document du Programme du Titre I de la Loi Publique 480 de mars 1981, le Gouvernement Tunisien a décidé, conformément aux objectifs du 6e Plan, d'entreprendre les activités d'auto-assistance suivantes en vue de permettre aux petits exploitants agricoles desavantagés de participer à l'accroissement de la production agricole. Le Gouvernement Tunisien convient de fournir les moyens financiers, techniques et administratifs adéquats pour l'exécution de ces mesures:

1. Augmenter le volume et améliorer le calendrier des importations d'engrais azotés.

(a) Maintenir et assurer un financement en vue de permettre d'atteindre l'objectif du 6e Plan en matière de consommation d'engrais azotés qui est fixé à l'équivalent de 116.000 tonnes métriques de nitrate d'ammonium pour l'année 1982-83 (contre 79.000 tonnes métriques en 1980-81) et 130.000 tonnes métriques pour l'année 1983-84.

(b) Accélérer l'importation de manière à ce que les besoins totaux nécessaires pour 1983-84 (1er mai 1983 - 30 avril 1984) plus une quantité supplémentaire de réserve stratégique d'au moins 15.000 tonnes métriques (soit au total 145.000 tonnes métriques) soient disponibles dans le pays avant la fin de février 1984. La programmation des approvisionnements entre mai 1983 et février 1984 devrait être telle qu'un approvisionnement convenable soit assuré en tous points, en toutes périodes.

Une nouvelle usine de nitrate d'ammonium doit entrer en service durant la période 1983-84, les importations seront programmées sur la base d'estimations prudentes de la date prévue pour le démarrage de l'usine et de l'examen mensuel de la situation par le Ministère de l'Agriculture. L'usine doit, selon les prévisions, entrer en service vers le mois d'août avec une production journalière de 1000 tonnes. 130.000 tonnes seront réservées pour la consommation au titre de la campagne 1983-84.

2. Maintenir un approvisionnement convenable en phosphate super triple (PST) au niveau du réseau de distribution pour permettre une croissance annuelle d'au moins sept (7) pour cent dans la consommation d'équivalent de PST pendant la campagne 1983-84 (15% de plus que 1981-82).

3. Améliorer le réseau de distribution d'engrais.

(a) En 1982, les marges de rétrocession aux coopératives et aux revendeurs privés ont été portées de 1D500 à 6D600 par tonne métrique pour le nitrate d'ammonium et à 4D750 pour le PST. Beaucoup de nouveaux revendeurs ont commencé à vendre les engrais. Des renseignements seront fournis aux revendeurs sur l'utilisation appropriée des engrais et autres produits chimiques.

(b) Des plans ont été préparés pour la construction de 40 nouveaux hangars de stockage des engrais destinés à la vente en gros et en détail. Ces installations seront utilisées également pour le stockage des céréales. La construction de 22 hangars d'une capacité de 14.000 tonnes métriques est en cours d'adjudication, et sera achevée d'ici Janvier 1984. Les calendriers et les contrats pour les 18 autres hangars seront achevés au cours de la période avril-octobre.

4. Améliorer la collecte, la manutention et la capacité de stockage pour les céréales. Outre les installations de stockage à double fin mentionnées plus haut, les procédures d'adjudication sont dans leurs phases finales pour la construction de nouveaux silos à céréales d'une capacité totale de 100.000 tonnes et la réhabilitation d'autres silos d'une capacité totale de 54.000 tonnes, répartis comme suit; les dernières unités devant être terminées dans un délai de 30 mois à dater de la passation des marchés:

Bizerte	Nouveau silo 10.000 T (silo amélioré 20.000 T)
Beja	Nouveau silo 10.000 T
Kalaa Sghrira	Nouveau silo 20.000 T
Sfax	Nouveau silo 20.000 T
Gafsa	10.000 T
Gabès	30.000 T
Manouba	Silo réhabilité 54.000 T

5. Entreprendre des recherches fondamentales portant sur les engrais et diffuser les informations obtenues par voie des circuits publics et privés.

(a) Commencer des recherches sur l'utilisation d'autres types d'engrais plus économiques tels que le diammonium de phosphate (DAP), l'urée, et l'application directe d'ammoniaque (NH_3) ou solutions aqueuses d'ammoniaque. Le programme sera plus étendu qu'en 1982-83.

(b) Etudier le coût comparatif par kilogramme nutritif de ces engrais et des engrais actuellement utilisés, du point de vue effets sur la production d'une part, et sur l'économie nationale d'autre part.

(c) Des bulletins d'information sur l'utilisation des engrais seront diffusés d'ici octobre 1983 par le biais des nouveaux revendeurs privés et coopératives de vente d'engrais.

(d) Etendre la recherche sur la correlation des effets de l'apport en engrais en fonction de l'analyse des sols.

6. L'étude réalisée en 1982 des contraintes qui entravent l'utilisation des facteurs susceptibles d'augmenter la production a révélé le crédit comme étant une contrainte majeure. Le principal accent sera mis sur la nécessité d'accélérer la croissance des ressources et d'améliorer l'efficacité de la répartition des crédits à court et moyen termes, y compris l'allocation, pour ces crédits, d'une partie des produits de la vente des céréales financée dans le cadre de la Loi Publique 480.

7. Poursuivre les programmes destinés à développer et à améliorer les services de vulgarisation et d'analyse des sols pour servir les petits et moyens agriculteurs.

Deux laboratoires ont été terminés: celui de l'ESAK (Le Kef) et celui de la DPV (Cap Bon), et un troisième est sur le point d'être achevé à l'INRAT (Tunis). L'équipement requis sera installé; un personnel qualifié sera mis en place et les services d'analyse des sols pour les agriculteurs débuteront dans chacun de ces laboratoires avant la fin de 1983.

8. Appuyer la recherche destinée à développer des variétés supérieures de luzerne (medicago spp.) et de céréales adaptées aux conditions locales et résistantes aux principales maladies des plantes en Tunisie.

Article VI. Buts de Développement Economique auxquels doit être affecté le Produit des Ventes revenant au pays importateur

A. Le Gouvernement Tunisien destine le montant des sommes tirées de la vente des produits agricoles au titre de cet Accord à aider au financement des mesures d'auto-assistance énoncées dans l'Accord et aux secteurs de développement rural et agricole conçu de manière à permettre aux populations déshéritées un accès accru à un approvisionnement alimentaire adéquat, nutritif et stable.

B. A cet effet, en utilisant le produit des ventes, le Gouvernement Tunisien entend s'attacher à améliorer directement, d'une part, les conditions de vie des populations déshéritées et, d'autre part, leur capacité de participer au développement de la Tunisie.

EN FOIR DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Tunis, le 4 juin 1983 en deux exemplaires originaux, en langue anglaise et en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE

G. NORMAN ANDERSON
Chargé d'Affaires p.i.
Ambassade des Etats-Unis
d'Amérique à Tunis

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE TUNISIENNE

AHMED BEN ARFA
Secrétaire d'Etat auprès du
Ministre des Affaires Etrangères
Chargé de la Coopération
Internationale

[AMENDING AGREEMENT]

AMENDMENT TO THE JUNE 4, 1983 AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF TUNISIA FOR THE SALE OF AGRICULTURAL COMMODITIES

WHEREAS the Government of the United States of America and the Government of the Republic of Tunisia agree to amend the June 4, 1983 Title I PL 480 Agreement, Part II, Particular Provisions of that Agreement are amended as follows:

A. In Item I, Commodity Table, make the following changes under appropriate headings: (a) Insert new commodity line as follows:

"Edible vegetable oil - 1983 - 6,000 - 3.0"

(b) Under column headed "Maximum export market value", insert new cumulative program line as follows:
"Total 13.0."

B. In Item III, Usual Marketing Table, make the following changes under appropriate headings: Insert new commodity line as follows:
"Vegetable oil - 1983 - 66,000 metric tons".

C. In Item IV. 3., Commodities to which export limitations apply, following the words "(or the same products under a different name)" change the period to a semicolon and add "and

for edible vegetable oil - All edible vegetable oils except olive oil but including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and other edible vegetable oils or oil bearing seeds from which these oils are produced".

D. In Item V. Self-Help Measures, insert the following section:

"C. The Government of Tunisia agrees to provide adequate financial, technical and managerial resources for the implementation of these measures:

(1) Expand the geographic area covered by the small farmer supervised credit project, APMANE, to include farmers requiring credit in the governorates of Ariana, Ben Arous, and Tunis.

(2) Increase the percentage of farmers served by supervised credit in those areas where the APMANE project is already operating. Under the Sixth Five-Year Development Plan for Agriculture, the Government intends to provide supervised credit for 200,000 hectares of the 500,000 hectares farmed by small and medium sized farmers as compared to the provision of supervised credit for only 100,000 hectares in 1981, the year before the plan period. The following targets have been established for the APMANE project: (These targets do not

include the farms to be covered by the expansion of the project into new geographic areas referred to in paragraph 1 above)

	1982/83	1983/84	1984/85
Farmers	7,300	8,662	10,109
Hectares	115,300	143,000	167,000

(3) Increase the variety of loan activities which the APMANE supervised credit project may finance for participating farmers including, but not limited to the following: soil and water conservation works, fruit tree planting, well construction and development, and rabbit raising, bee keeping and other such small animal production activities.

(4) Increase the administrative support to the Ministry of Agriculture Directorate for Assistance to Small and Medium Farmers to enable it to augment the number of project APMANE credit agents, provide training, adequate office space and transportation to them so that they can effectively carry out their work.

(5) Continue and improve the APMANE evaluation process to identify measures necessary for supervised credit programs in Tunisia to have a maximum impact on agricultural production and farmers income. In order to accomplish this, the independent annual evaluation of the APMANE project for the 1982/83 crop year will emphasize: (1) factors limiting the number of small

and medium size farmers who have access to and are participating in the supervised credit project; (2) causes of the project's low repayment rates, especially for medium term loans; and (3) identification of procedures to improve reimbursement rates. The program of annual evaluation of the project will be continued by the Government of Tunisia beyond the period of AID assistance to the project.

A joint United States-Tunisian evaluation of the APMANE project will be conducted to determine the extent to which supervised credit has contributed to agriculture development goals in the project area and the measures necessary to improve the effectiveness and efficiency of the project."

E. All other terms and conditions of June 4, 1983 Agreement remain the same.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Washington, this first day of July, 1983 in duplicate, in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

John R Block [1]

FOR THE GOVERNMENT OF THE REPUBLIC OF TUNISIA:

[2]

[1] John R. Block.
[2] Lassad Ben Osman.

AMENDEMENT
DE L'ACCORD DU 4 JUIN 1983
ENTRE
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET
LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE
POUR LA VENTE DE PRODUITS AGRICOLES

ATTENDU QUE le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne conviennent de modifier l'Accord du Titre I de la Loi Publique 480 du 4 juin 1983, Partie II, les Dispositions Particulières dudit Accord sont modifiées comme suit:

A. A l'Article I, Tableau des Produits, procéder aux changements suivants sous les titres appropriés:

(a) Insérer la nouvelle ligne des produits qui suit: "Huile comestible - 1983 - 6.000 - 3,0".

(b) A la colonne intitulée: "Valeur maximale sur le marché d'exportation" insérer la nouvelle ligne du programme cumulatif qui suit: "Total 13,0".

B. A l'Article III, Tableau des Achats Commerciaux Habituels, procéder aux changements suivants sous les titres appropriés: Insérer la nouvelle ligne de produits qui suit: "Huile végétale - 1983 - 66.000 tonnes métriques".

C. A l'Article IV. 3., Produits auxquels s'appliquent les limites d'exportation, à la suite des mots "(ou les mêmes produits différemment appelés)" remplacer le point par un point-virgule et ajouter "et pour l'huile comestible - Toutes

les huiles comestibles à l'exception de l'huile d'olive, mais y compris l'huile d'arachide, l'huile de soja, l'huile de coton, l'huile de colza, l'huile de tournesol, l'huile de sésame et autres huiles végétales comestibles ou graines oléagineuses d'où ces huiles sont produites".

D. A l'Article V, Mesures d'Auto-Assistance, insérer la section suivante: "C. Le Gouvernement Tunisien convient de fournir les moyens financiers, techniques et de gestion adéquats en vue de l'exécution de ces mesures:

(1) Elargir la zone géographique couverte par le Projet de Crédit Supervisé pour les Petits Exploitants Agricoles, APMANE, afin d'inclure les agriculteurs qui ont besoin de crédit dans les Gouvernorats de l'Ariana, Ben Arous et Tunis.

(2) Augmenter le pourcentage des agriculteurs bénéficiant de crédits supervisés dans les régions où le Projet APMANE est déjà en activité. Dans le cadre du sixième Plan Quinquennal de Développement de l'Agriculture, le Gouvernement projette de fournir des crédits supervisés pour 200.000 hectares sur les 500.000 hectares exploités par des petits et moyens agriculteurs, contre seulement 100.000 hectares en 1981, l'année précédant la période du plan. Les objectifs suivants ont été arrêtés pour le Projet APMANE. (Ces objectifs n'incluent pas les exploitations agricoles devant être couvertes par l'extension du projet aux nouvelles zones géographiques citées au paragraphe 1 ci-dessus).

	1982/83	1983/84	1984/85
Agriculteurs	7.300	8.662	10.109
Hectares	115.300	143.000	167.000

(3) Elargir la gamme des activités pouvant être financées par le Projet de Crédit Supervisé APMANE au profit des agriculteurs participants, y compris entre autres, ce qui suit: les travaux de conservation du sol et des eaux, la plantation d'arbres fruitiers, la construction et l'aménagement de puits, l'élevage de lapins, l'apiculture et le petit élevage.

(4) Accroître le soutien administratif apporté à la Direction d'Assistance aux Petits et Moyens Agriculteurs au sein du Ministère de l'Agriculture en vue d'augmenter le nombre des agents de crédit du Projet APMANE, de leur dispenser une formation appropriée et de mettre à leur disposition des bureaux et des moyens de transport adéquats et à même de leur permettre d'exécuter leur mission efficacement.

(5) Poursuivre et améliorer le processus d'évaluation du Projet APMANE afin d'identifier les mesures nécessaires devant être entreprises pour que les programmes de crédit supervisé en Tunisie aient un impact maximal sur la production agricole et le revenu des agriculteurs. A cette fin, l'évaluation annuelle indépendante du Projet APMANE mettra l'accent dans son étude de la saison agricole 1982/83: (1) sur les facteurs limitant le nombre des petits et moyens agriculteurs qui ont accès et participent au projet de crédit supervisé; (2) les causes des faibles taux de remboursement du projet, en particulier pour les crédits à moyen terme, et (3) l'identification des procédures visant à améliorer les taux de remboursement. Et le programme d'évaluation annuelle du projet sera poursuivi par le Gouvernement Tunisien après la période d'assistance de l'AID au projet.

Une évaluation Americano-Tunisienne du Projet APMANE sera menée afin de déterminer dans quelle mesure le crédit supervisé

a contribué aux objectifs de développement agricole dans la zone du projet et les mesures nécessaires pour améliorer l'efficacité et l'efficience du projet."

E. Toutes les autres clauses et dispositions de l'Accord du 4 juin 1983 restent en vigueur.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.
Fait à Washington, en ce premier jour de juillet 1983, en deux exemplaires originaux, en langue anglaise et en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE

John R Block

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE TUNISIENNE

MADAGASCAR

Agricultural Commodities

Agreement amending the agreement of December 28, 1982.
Effected by note
Signed at Antananarivo July 13, 1983;
Entered into force July 13, 1983.

The American Chargé d'Affaires ad interim to the Malagasy Minister of Finance and Economy

EMBASSY OF THE
UNITED STATES OF AMERICA

His Excellency
Pascal RAKOTOMAVO
Minister of Finance and Economy
Antananarivo

Excellency,

We have the honor to refer to Agricultural Commodity Agreement signed December 28, 1982[1] by representatives of our two governments and to propose that Part II of the Agreement, Items I, II, III, and IV be amended to read as follows:

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximative Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Rice	1983	23,700	7.0
Edible Vegetable Oil	1983	1,400	1.0
Total Dols (Million)			8.0

Item II. Payment Terms:

Convertible Local Currency Credit (CLCC) - Twenty (20) years.

A. Initial payment - None;

B. Currency Use Payment - Five (5) percent applicable to disbursements made by the government of the exporting country for financing purchase of commodities under the Agreement of December 28, 1982 and seven (7) percent applicable to disbursements made by the government of the exporting country for financing purchase of commodities under this amendment - for Section 104 (A) purposes.

C. Number of installment payments - Thirteen (13);

D. Amount of each installment payment - Approximately equal annual amounts;

[1] TIAS 10627; 34 UST 4649.

TIAS 10744

E. Due date of the first installment payment - Eight (8) years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - Two (2) percent;

G. Continuing interest rate - Four (4) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1983	107,000
Edible Vegetable Oils and/or oil bearing seeds (oil equivalent basis)	1983	9,000

Item IV. Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States fiscal year 1983, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

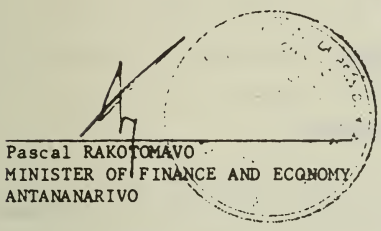
B. Commodities to which export limitations apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are for rice -- rice in the form of paddy, brown or milled; and for edible vegetable oil -- all edible vegetable oils including soybean oil, peanut oil, sesame oil, sunflower oil, rapeseed oil and any edible oil bearing seeds from which edible oils are produced.

All other terms and conditions of December 28, 1982 Agreement and Parts I and III of the August 19, 1981 Agreement remain the same. Your Excellency's signature below will constitute acceptance of the Amendment proposed herein. The terms of Parts I, II, III, and IV, above, will take effect on the date of your signed acceptance, below.

William J. BOUDREAU
CHARGE D'AFFAIRES A.I.

JULY 13, 1983.



Pascal RAKOTOMAVO
MINISTER OF FINANCE AND ECONOMY
ANTANANARIVO

JULY 13, 1983.

MEXICO

Weather Stations

Agreement extending the agreement of July 31, 1970, as amended and extended.
Effected by exchange of notes
Dated at Mexico and Tlatelolco July 14 and 15, 1983;
Entered into force July 15, 1983;
Effective August 1, 1983.

The American Embassy to the Mexican Ministry of Foreign Relations

No. 689

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Secretariat's Note Number 315068 of 5 January 1983, effecting an extension of the Agreement for six months beginning 1 February 1983.[1]

In that regard, the Embassy has been informed that the National Oceanic and Atmospheric Administration (NOAA) is requesting an additional six-month extension beginning on 1 August 1983.

The purpose of the extension is to provide the National Oceanic and Atmospheric Administration additional time to complete work on the amendments to update the present Agreement, which has been delayed due to the particularly heavy workload associated with the preparations for several important international meteorological meetings in which the government of Mexico has also been involved.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America
Mexico, D.F., July 14, 1983

[1] TIAS 6941, 7927, 10636; 21 UST 1978; 25 UST 2450; 35 UST 17.

The Mexican Ministry of Foreign Relations to the American Embassy

The Mexican Ministry of Foreign Relations to the American Embassy

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

316296 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene a honra referirse a su nota número 689, fechada el 14 de julio en curso, en la que propone que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América se prorrogue, en su forma actual, por un período adicional de 6 meses, a partir del 1° de agosto de 1983.

Al respecto, la Secretaría informa a la Embajada que por parte del Gobierno de los Estados Unidos Mexicanos no existe inconveniente en que el Programa referido se prorrogue por un período adicional de 6 meses, a partir del 1° de agosto de 1983, a fin de que la Administración Nacional Oceánica y Atmosférica de su país, pueda presentar las propuestas de modificación al mencionado Programa.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco,D.F., a 15 de julio de 1983.

A la Embajada de los
Estados Unidos de América,
C i u d a d.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 316290

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 689, dated July 14, 1983, proposing that the Cooperative Meteorological Observation Program, established between the United Mexican States and the United States of America, be extended, in its current form, for an additional six months, beginning on August 1, 1983.

In that regard, the Department would like to inform the Embassy that the Government of the United Mexican States would have no objection if the Program in question were to be extended for an additional six-month period, beginning on August 1, 1983, in order to enable the National Oceanic and Atmospheric Administration to present proposed amendments to the aforementioned Program.

The Department of Foreign Relations avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., July 15, 1983

[Initialed]

Embassy of the United States of America,
Tlatelolco, D.F.

BRAZIL

Scientific and Technical Cooperation: Geological Sciences and Earth Resources

Memorandum of understanding signed at Brasilia April 12, 1983; Entered into force April 12, 1983.

MEMORANDUM OF UNDERSTANDING

For Scientific and Technical Cooperation in the Geological Sciences and in Earth Resources related to Minerals and Energy:

Between: Ministry of Mines and Energy
Government of the Federative Republic of Brazil

and The Department of the Interior of the United States of America

Signed and agreed by:

The Honorable Cesar Cals de Oliveira Filho
Minister of Mines and Energy
Government of the Federative Republic of Brazil

and

Langhorne A. Motley
Ambassador
United States of America

ARTICLE I. SCOPE AND OBJECTIVES

Pursuant to the agreement for scientific cooperation of December 1, 1971 as extended and amended,[1] between the Government of the United States of America and the Government of the Federative Republic of Brazil, the Department of the Interior (hereinafter referred to as the DOI) of the United States of America (hereinafter referred to as the USA), and the Ministry of Mines and Energy (hereinafter referred to as the MME) of the Federal Republic of Brazil (hereinafter referred to as Brazil), both considering that over a period of four decades American entities of the DOI and Brazilian entities of the MME have engaged in scientific and technical cooperation in the geological sciences and in earth resources related to minerals and energy; that this cooperation has contributed to important scientific and technical advances in both Brazil and the USA; that it is desirable for both countries to continue this tradition of cooperation, hereby express their intention to enter into a new program of scientific and technical cooperation (hereinafter referred to as the Program), and in order to provide a mechanism for it, agree to the following procedures for cooperation as defined by the conditions of this memorandum of understanding (hereinafter referred to as memorandum).

[1] TIAS 7221, 8749, 10719; 22 UST 1799; 28 UST 8151; 35 UST 1076.

The purpose of the proposed program is to facilitate the exchange of scientific and technical knowledge and to augment the technical capabilities of both the DOI and the MME. Under the program, techniques and expertise developed by the DOI and by the MME will be exchanged between DOI and MME (hereinafter sometimes referred to as the "PARTIES") by means of specific projects and/or joint investigations of mutual interest of geological phenomena and of earth resources related to minerals and energy. Either party may request the cooperation of the other party in a specific project and/or joint investigation.

On the USA side, the program is expected to involve the U.S. geological survey (USGS), the U.S. Bureau of Mines (USBM), and other agencies of the DOI. On the Brazil side, the program is expected to involve the Departamento Nacional de Producao Mineral (DNPM), the Departamento Nacional de Aguas e Energia Eletrica (DNAEE), the Companhia de Pesquisa de Recursos Minerais (CPRM) and other entities of the MME. For cooperation requested by the DOI that extends into subjects outside the scope of the MME, the MME may, with the concurrence of the DOI and when compatible with existing Brazil laws, executive orders, regulations and policies, endeavor to enlist the participation of other Brazilian organizations. For cooperation requested by the MME that extends into subjects outside the scope of the DOI, the DOI may, with the concurrence of the MME and to the extent compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other American organizations.

ARTICLE II. COOPERATIVE ACTIVITIES

Cooperative activities under the program may consist of exchange of scientific and technical information, joint investigations, and exchange visits by scientists and technical personnel of the two parties, on subjects of mutual interest, in the fields of research and development that are within the scope of regularly authorized and funded programs of the DOI and the MME.

Any activity agreed upon within the terms of this memorandum and the program which involves, in the view of both parties, a substantial amount of manpower or an expenditure of funds, must be described in an implementation plan and adopted as an annex to this memorandum. Such an implementation plan will set forth a work plan, staffing requirements, cost estimates, funding sources and any other special conditions not included in this memorandum. In case of any inconsistency between the terms of this memorandum and the terms of an annex, the terms of this memorandum shall be controlling. Such activities may include, but are not limited to, subjects of mutual interest such as those listed in Annex A of this memorandum.

ARTICLE III. JOINT COOPERATION WITH OTHER COUNTRIES

Where appropriate and desirable in relationship to the interests of the DOI and the MME and in conformity with the applicable policies and regulations of the USA and of Brazil, the parties may jointly undertake cooperative activities with other countries. After previous and mutual agreement between the DOI and the MME, such cooperative activities shall be defined through agreement with the other country or countries to be involved.

The specific project and/or joint investigations shall be organized in such a way as to utilize most effectively the capabilities of the DOI and of the MME in jointly carrying out projects and/or investigations for the mutual benefit of the DOI, of the MME and of the other country or countries involved, and for the expeditious achievement of projects and/or investigation goals.

ARTICLE IV. REPRESENTATION AND REVIEW OF ACTIVITIES

The DOI and the MME will each appoint as its representative a program coordinator; the two program coordinators will administer the program. The two program coordinators, at times mutually established by the parties, will prepare progress reports required by the DOI and the MME and will make plans for future activities. In addition to the two program coordinators, and on their advice, the DOI and the MME each may designate a project officer for a specific project and/or joint investigation. The project officers designed by the DOI and by the MME will plan, coordinate and participate in the designated project and/or joint investigation.

ARTICLE V. SOURCE OF FINANCIAL SUPPORT

The activities carried out under the program will be subject to and depend upon the funds and manpower available to the DOI and the MME.

Each party will cover its own costs except in cases where special financing is available for selected activities; in such cases, the terms of financing will be agreed upon by the parties before the commencement of activities.

ARTICLE VI. REPORTS, DOCUMENTS AND RELEASE OF INFORMATION

Subject to the applicable laws and regulations of the USA and of Brazil, information, data and reports of cooperative activities undertaken under the program may be released only after mutual written consent.

Commitment of the DOI to preserve the confidentiality of information is subject to the provisions of the Freedom of Information Act and other applicable United States laws and regulations.

ARTICLE VII. WARRANTY

Information transmitted by one party to the other party under this program shall be accurate to the best knowledge and belief of the transmitting party. The transmitting party does not warrant the suitability of the information transmitted for any particular use of application by the receiving party or by any third party. Information developed jointly by the parties shall be accurate to the best knowledge and belief of both parties. Neither party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either party or by any third party.

ARTICLE VIII. LIMITATION OF LIABILITY

Neither party to this memorandum will assert a claim against the other for damages arising from activities under this memorandum.

With respect to third parties, each party to this memorandum will accept liability, to the extent authorized by its national laws, for damages arising only from its own conduct, or that of its employees or agents under this memorandum.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This memorandum shall enter into force upon signature by both parties and remain in force for 5 (five) years, unless extended by mutual written agreement. This memorandum may be terminated by either party upon 90 (ninety) days written notice. Upon termination of this memorandum, specific projects and/or investigations initiated under the same may continue under the terms of their implementation plans.

Langhorne A. Motley
Ambassador
Unites States of America

Honorable Cesar Cals de
Oliveira Filho
Minister of Mines and Energy
Government of the Federative
Republic of Brazil

Brasilia, April 12, 1983

ANNEX A: List of Subjects for Cooperation

ANNEX A

LIST OF SUBJECTS FOR COOPERATION:

1 - GEOLOGICAL DATA SYSTEMS
2 - ISOTOPIC AND GEOCHRONOLOGICAL STUDIES
3 - REGIONAL MINERAL RESOURCES ASSESSMENT
4 - ORE DEPOSIT MODELS
5 - MAPPING AND PUBLICATION TECHNIQUES
6 - ANALYTICAL LABORATORY TECHNIQUES
7 - MINING TECHNIQUES
8 - MINERAL TECHNOLOGY
9 - MINERAL ECONOMICS STUDIES
10 - ENVIRONMENTAL STUDIES
11 - WATER RESOURCES ASSESSMENT
12 - EVALUATION OF SPECIFIC MINERAL DEPOSITS.

MEMORANDO DE ENTENDIMENTO

Para Cooperação Científica e Técnica nas Ciências Geológicas e em Recursos da Terra com relação a Minerais e Energia.

Entre: o Ministério das Minas e Energia
Governo da República Federativa do Brasil

e o Departamento do Interior dos Estados Unidos da América

Celebrado e acordado por:

Sua Excelência o Senhor Cesar Cals de Oliveira Filho
Ministro das Minas e Energia
Governo da República Federativa do Brasil

e Sua Excelência o Senhor Langhorne A. Motley
Embaixador dos Estados Unidos da América no Brasil

ARTIGO I. ÂMBITO E OBJETIVOS:

Em conformidade com o acordo de Cooperação Científica datado de 1 de dezembro de 1971 e de acordo com suas prorrogacoes e emendas, entre o Governo dos Estados Unidos da América e o Governo da República Federativa do Brasil, o Departamento do Interior (doravante designado como U.S.A.) e o Ministério das Minas e Energia (doravante designado como MME) da República Federativa do Brasil (doravante designada como Brasil), ambos considerando que durante um período de quatro décadas entidades americanas do DOI e entidades brasileiras do MME se empenharam numa cooperação científica e técnica nas ciências geológicas e em recursos da terra ligados a minerais e energia; que esta cooperação contribuiu para progressos científicos e técnicos importantes tanto no Brasil como nos USA; que a continuação desta tradição de cooperação é desejável para ambos os países, expressam em virtude disto sua intenção de se engajar num novo programa de cooperação científica e técnica (doravante designado como o Programa) e a fim de proporcionar um mecanismo para este, concordam com os seguintes procedimentos para uma cooperação como definida pelas condições deste memorandum de acordo (doravante designado como memorando). O objetivo do programa proposto é facilitar o intercâmbio de conhecimentos científicos e técnicos e aumentar as capacidades técnicas de ambos o DOI e o MME. De acordo com o programa, técnicas e competências desenvolvidas pelo DOI e pelo MME serão trocadas entre DOI e MME (doravante algumas vezes citados como as "PARTES") por meio de projetos

específicos e/ou investigações em conjunto de fenômenos geológicos e de recursos da terra ligados a minerais ou energia. Qualquer das PARTES pode solicitar a cooperação da outra parte num projeto específico e/ou investigação conjunta.

Do lado USA, espera-se que o programa envolva o U.S. Geological Survey (USGS), o U.S. Bureau of Mines (USBM), e outras agências do DOI. Do lado Brasil, espera-se que o programa envolva o Departamento Nacional da Produção Mineral (DNPM), o Departamento Nacional de Águas e Energia Elétrica (DNAEE) a Companhia de Pesquisa de Recursos Minerais (CPRM) e outras entidades do MME. No caso de uma colaboração solicitada pelo DOI que se estenda a assuntos fora da competência do MME, o MME poderá, com a concordância do DOI e quando compatível com as leis, decretos, regulamentos e políticas vigentes no Brasil, empenhar-se em recrutar a participação de outras organizações brasileiras. No caso de uma colaboração solicitada pelo MME que se estenda a assuntos fora da competência do DOI, o DOI poderá, com a concordância do MME e quando compatível com as leis, ordens do Executivo, regulamentos e políticas vigentes nos Estados Unidos, empenhar-se em recrutar a participação de outras organizações americanas.

ARTIGO II - ATIVIDADES DE COOPERAÇÃO

As atividades de cooperação previstas no programa poderão consistir de troca de informações científicas e técnicas, investigação conjunta, troca de visitas por cientistas e pessoal técnico das duas PARTES, sobre assuntos de interesse mútuo, nos campos de pesquisa e desenvolvimento abrangidos pelos programas regularmente autorizados e financiados do DOI e do MME.

Qualquer atividade acertada nos termos deste memorando e do programa que envolva, na opinião de ambas as PARTES, uma quantidade substancial de mão de obra ou um gasto de fundos, deverá ser descrita num plano de implementação e considerada como anexo a este memorando. Este plano de implementação apresentará um plano de trabalho, necessidades de pessoal, estimativas de custo, origem dos recursos e quaisquer outras condições especiais não incluídas neste memorando. Em caso de qualquer inconsistência entre os termos deste memorando e os termos de um anexo, os termos deste memorando prevalecerão.

Tais atividades podem incluir, porém não estão limitadas, aos assuntos de interesse mútuo como os que constam do Anexo A deste memorando.

ARTIGO III - COOPERAÇÃO EM CONJUNTO COM OUTROS PAÍSES

Quando apropriado e desejável no que tange aos interesses do DOI e do MME e em conformidade com as políticas e regulamentos pertinentes dos USA e do Brasil, as PARTES poderão juntamente empreender atividades em cooperação com outros paises. Após consentimento prévio e mútuo entre o DOI e o MME, estas atividades de cooperação serão definidas por meio de um acordo com o outro país ou países a serem envolvidos.

Os projetos específicos e/ou investigações em conjunto serão organizados de tal modo que sejam utilizadas da maneira mais eficaz as capacidades do DOI e do MME para conjuntamente realizarem projetos e/ou investigações para o proveito mútuo do DOI, do MME e do outro país ou outros países envolvidos, e para a pronta realização dos objetivos dos projetos e/ou investigações.

ARTIGO IV - REPRESENTAÇÃO E EXAME DAS ATIVIDADES

O DOI e o MME nomearão cada um como seu representante um coordenador de programa. Os dois coordenadores de programa administrarão o programa e prepararão, em épocas mútuamente estabelecidas pelas PARTES, relatórios sobre o andamento da cooperação requeridos pelo DOI e pelo MME e traçarão planos para atividades futuras. Adicionalmente aos dois coordenadores do programa, e por sua recomendação, o DOI e o MME poderão cada um designar um chefe de projeto para um projeto específico e/ou investigação conjunta. Os chefes de projeto designados pelo DOI e pelo MME planejarão, coordenarão e participarão do projeto e/ou investigação indicado.

ARTIGO V - ORIGEM DO APOIO FINANCEIRO

As atividades decorrentes deste programa estarão sujeitas aos/e dependentes dos recursos financeiros e humanos disponíveis por parte do DOI e do MME.

Cada parte cobrira seus próprios custos, exceto nos casos em que se disponha de financiamento especial para atividades selecionadas; em tais casos, as condições de financiamento serão acordadas pelas PARTES antes do início das atividades.

ARTIGO VI - RELATÓRIOS, DOCUMENTOS E LIBERAÇÃO DE INFORMAÇÃO

Sujeitos as leis e regulamentos aplicáveis dos Estados Unidos e do Brasil, as informações, dados e relatórios sobre as atividades de cooperação empreendidas por forca do programa somente serão liberados mediante consentimento mútuo, por escrito.

O compromisso do DOI de preservar a confidencialidade da informação estará sujeito ao disposto no "Freedom of Information ACT" e outras leis e regulamentos dos Estados Unidos, aplicáveis.

ARTIGO VII - GARANTIA

A informação transmitida dentro deste programa de uma PARTE para a outra será precisa no melhor do conhecimento e crença da parte que a transmite. A parte transmissora não garante a adequação da informação transmitida para qualquer uso ou aplicação específica pela parte que a recebe ou por qualquer terceira parte.

As informações desenvolvidas em conjunto pelas PARTES serão precisas no melhor do conhecimento e crença de ambas as PARTES. Nenhuma das PARTES garante a precisão da informação desenvolvida em conjunto ou sua adequação para qualquer uso ou aplicação específica por qualquer das PARTES ou por qualquer terceira parte.

ARTIGO VIII - LIMITES DA RESPONSABILIDADE

Nenhuma das PARTES deste memorando apresentará contra a outra reivindicação de compensação por prejuizos decorrentes das atividades constantes deste memorando.

No que diz respeito a terceiros, cada parte constante deste memorando aceitará a responsabilidade, até ao limite autorizado por suas leis nacionais, por prejuízos decorrentes somente de sua conduta ou da conduta de seus empregados ou agentes conforme este memorando.

ARTIGO IX - ENTRADA EM VIGOR E TÉRMINO

Este memorando entrará em vigor quando da sua assinatura por ambas as PARTES e permanecerá em vigor por 5 (cinco) anos, salvo se prorrogado por acordo mútuo por

escrito. Este memorando poderá ser revogado dentro de 90(noventa) dias contados a partir da data da comunicação por escrito de qualquer das PARTES. Na revogação deste memorando os projetos e/ou investigações específicos, iniciados por efeito do mesmo, poderão prosseguir de acordo com os termos de seus planos de implementação.

Cesar Cals de Oliveira Filho
Ministro das Minas e Energia
Governo da República Federativa do Brasil

Langhorne A. Motley
Embaixador dos Estados Unidos da América

Brasilia, 12 de abril de 1983

ANEXO A: LISTA DOS ASSUNTOS PARA A COOPERACAO

ANEXO A

LISTA DOS ASSUNTOS PARA A COOPERAÇÃO:

1 - SISTEMAS DE DADOS GEOLÓGICOS
2 - ESTUDOS ISOTÓPICOS E GEOCRONOLÓGICOS
3 - AVALIAÇÃO REGIONAL DOS RECURSOS MINERAIS
4 - MODÊLOS DE DEPOSITOS MINERAIS
5 - TÉCNICAS DE MAPEAMENTO E PUBLICAÇÃO
6 - TÉCNICAS ANALÍTICAS DE LABORATÓRIO
7 - TÉCNICAS DE MINERAÇÃO
8 - TECNOLOGIA MINERAL
9 - ESTUDOS DE ECONOMIA MINERAL
10 - ESTUDOS DE CONTROLE AMBIENTAL
11 - AVALIAÇÃO DOS RECURSOS HÍDRICOS
12 - AVALIAÇÃO DE DEPÓSITOS MINERAIS ESPECÍFICOS

VENEZUELA

Defense: Security of Military Information

Agreement signed at Caracas July 15, 1983;
Entered into Force July 15, 1983.

EMBASSY OF THE
UNITED STATES OF AMERICA

GENERAL SECURITY OF MILITARY INFORMATION AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF VENEZUELA

The governments of the United States of America and the Republic of Venezuela, bearing in mind the lasting friendship between the two countries, and in the interest of furthering increased military cooperation by the establishment of measures to safeguard classified military information which will be exchanged through channels authorized by both governments, have agreed to sign this agreement containing general protection and security measures. To that end they have appointed the following plenipotentiaries: Ambassador George W. Landau, for the President of the United States of America; Major General Humberto Alcalde Alvarez, Minister of Defense, for the President of the Republic of Venezuela.

After exchanging their full powers and finding them in proper form, the aforementioned plenipotentiaries agreed on the following articles:

ARTICLE I. For the purpose of this agreement classified military information shall be considered that official military information or material which, in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, has been designated as classified by appropriate security authorities and requires some protection to prevent unauthorized disclosure.

This includes all classified information provided in any form, including written, oral, or visual.

Material shall be any type of document, product, or substance on, or in which, information may be recorded or embodied in any way. Such material shall include all resources regardless of any physical characteristics, including, but not limited to, documents, writing, weapons, tools, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, letters, and any other product, substance, or item from which information can be derived.

ARTICLE II. All classified military information transmitted directly or indirectly between our two governments shall be protected in accordance with the following principles:

a) The recipient government shall not release the information received to a third government or to any other interested entity or organization without the approval of the releasing government.

b) The recipient government shall afford the information received a degree of protection equivalent to that granted by the releasing government.

c) The recipient government shall not use the information received for any purpose other than that for which it was released, and

d) The recipient government shall respect all private rights such as patents, copyrights, or trade secrets that may be involved in the information.

ARTICLE III. Classified military information and material shall be transferred only from government to government and only representatives who have security clearance from the duly authorized agencies shall have access to it.

ARTICLE IV. Authorization is given by the Government of the Republic of Venezuela to the Intelligence Division of the Joint Staff, Ministry of Defense and by the United States of America to the Deputy Under Secretary of Defense for policy or his designated representatives, to render an interpretation of this agreement with respect to any question arising in the course of its administration.

ARTICLE V. This Agreement shall not apply to classified information for which special security agreements and arrangements have been concluded.

ARTICLE VI. Details regarding channels of communication and the application of the principles of this Agreement shall be subject to such technical arrangements, including industrial security arrangements, as may be necessary between appropriate agencies of the respective governments. Such technical arrangements shall be negotiated and signed by the agencies mentioned in Article IV, always remaining within the scope of the primary agreement.

ARTICLE VII. The recipient government shall undertake an investigation whenever it knows or suspects that the classified military information furnished to it by the other government has been lost, disclosed, or distributed to unauthorized persons. The recipient government shall also make a detailed and timely report to the releasing government of such occurrences and of the final results of the investigations conducted and the corrective action taken to preclude recurrences.

ARTICLE VIII. Each government may send security officials, when convenient and upon receipt of a request from one government and the approval of the other, to be oriented and informed about the doctrine, procedures and facilities being used in safeguarding classified military information and material provided under this agreement. Each government will assist such officials in determining whether such

information provided to it by the other government is being adequately protected.

ARTICLE IX. In the event that either government or its contractors signs a contract involving the handling of classified military information to be executed within the territory of the other government, the government of the country in which the activity specified in the contract is being conducted shall assume responsibility for administering security measures for the protection of classified information in accordance with its own standards and requirements. Before providing a contractor with classified military information from the other government, the recipient government will take the following precautions:

a) Insure that the personnel and facilities have the capability to protect the information adequately and grant an appropriate security clearance to them.

b) Assure that all persons having access to the information are aware of their responsibilities with respect to protection of the information in accordance with applicable laws and other regulations.

c) Carry out periodic security inspections of cleared facilities.

d) Assure that access to military information is limited only to those persons who need to know for official purposes. Any requests for authorization to visit a facility when access to the classified military information is involved shall be handled by the agencies designated by the governments for this purpose. As a minimum, the request shall include a statement on the security clearance and official status of the visitor as well as the reason for the visit.

ARTICLE X. Costs incurred in security inspections and investigations shall be borne by each government and shall not be subject to reimbursement.

ARTICLE XI. In the event that one of the signatory governments wishes to amend this Agreement, it shall give written notification with a view to the appropriate negotiation and formalization.

ARTICLE XII. This Agreement shall remain in force indefinitely unless one of the governments states its decision not to continue it for obligatory national reasons. In this case it shall give the other government at least one year advance notice.

Four texts of this Agreement are being prepared, two in the Spanish language and two in English, each with the same content and for the same purpose.

George J. Landau, Ambassador of the United States of America to Venezuela

Maj. Gen. Humberto Alcalde Alvarez Minister of Defense, Republic of Venezuela

Signed in Caracas on the fifteenth day of July, nineteen hundred and eighty-three.

El Ministro de la Defensa

A C U E R D O :

ENTRE LOS ESTADOS UNIDOS DE AMERICA Y LA REPUBLICA DE VENEZUELA, SOBRE SEGURIDAD GENERAL DE LA INFORMACION MILITAR.-

Los Gobiernos de los Estados Unidos de América y de la República de Venezuela, considerando la duradera amistad entre ambos paises y con el interés de promover el crecimiento de la mutua cooperación militar, con el establecimiento de medidas de protección de las informaciones de carácter militar clasificadas, las cuales serán comunicadas por los canales autorizados entre ambos Gobiernos, han convenido en firmar el presente Acuerdo, a cuyo fin designan sus Plenipotenciarios; Su Excelencia el Señor Embajador GEORGE W. LANDAU en nombre del Señor Presidente de los Estados Unidos de América; el Señor Ministro de la Defensa de la República de Venezuela, General de División (Ej)- HUMBERTO ALCALDE ALVAREZ, en nombre del Señor Presidente de la República; quienes, después de haber canjeado sus plenos poderes y hallándolos en debida forma, han acordado los siguientes artículos:

ARTICULO PRIMERO: Para los propósitos de este Acuerdo, se considera - información militar clasificada, aquella información o material militar oficial que en el interés de la seguridad nacional del gobierno que la expida y de acuerdo a las leyes y regulaciones nacionales aplicables, haya sido designada como clasificada por las autoridades de - seguridad correspondientes, y requiera de cierta protección contra su revelación no autorizada. Esto comprende todo tipo de información - clasificada proporcionada de cualquier forma, incluyendo la escrita,- la oral o la visual.

Se considerará como material, a cualquier tipo de documento, producto, o sustancia, en los que una información pueda ser grabada o incorporada de cualquier manera. Dicho material abarcará todo tipo de recursos independientemente de las características físicas que éstos puedan tener, incluyendo pero sin limitarse a: documentos escritos, armas, he-

rramientas, equipos, maquinarias, aparatos, dispositivos, modelos, fotografías, grabaciones, reproducciones, notas, cróquis, planos, prototipos, diseños, configuraciones, mapas, cartas y cualquier otro producto, sustancia o artículo de los que pueda derivarse una información.

ARTICULO SEGUNDO: Toda información militar clasificada, transmitida directa o indirectamente entre los gobiernos suscriptores, debe ser protegida de acuerdo a los siguientes principios:

a).- El gobierno receptor no revelará la información recibida a un tercer gobierno, ni a cualquier otra entidad u organización interesada, sin la aprobación del gobierno que expida dicha información.

b).- El gobierno receptor le proporcionará a la información recibida, un grado de protección equivalente al otorgado por el gobierno que la expida.

c).- El gobierno receptor no utilizará la información recibida para ningún otro objetivo que no sea aquel para el cual fué emitida,y

d).- El gobierno receptor respetará todos los derechos privados, tales como patentes, derechos del autor o secretos comerciales, que puedan estar implicitos en la información.

ARTICULO TERCERO: El material y la información militar clasificada, solamente podrán ser transferidos de gobierno a gobierno y a ellos deberán tener acceso unicamente los representantes acreditados, en materia de seguridad, de los organismos debidamente autorizados.

ARTICULO CUARTO: Para el manejo de todos los efectos de este Acuerdo se autoriza por parte del gobierno de los Estados Unidos de América,- al Sub-Secretario de Estado Adjunto de Defensa para Asuntos Políticos,

o su representante designado, y por parte de la República de Venezuela a la División de Inteligencia del Estado Mayor Conjunto - Ministerio de la Defensa.

ARTICULO QUINTO: Este Acuerdo no se aplicará a aquella información clasificada para la cual se haya establecido previamente arreglos y acuerdos especiales de seguridad.

ARTICULO SEXTO: Los detalles relativos a los canales de comunicación y a la aplicación de los principios de este Acuerdo, estarán sujetos a los arreglos técnicos, incluidos los de seguridad industrial, que sean necesarios entre los organismos competentes de los respectivos gobiernos. Tales acuerdos técnicos deben ser negociados y suscritos entre las oficinas mencionadas en el Artículo Cuarto, siempre manteniéndose dentro de los principios del Acuerdo principal.

ARTICULO SEPTIMO: El gobierno receptor deberá investigar todos aquellos casos acerca de los cuales se conozca o se sospeche de que la información militar clasificada que le ha sido proporcionada por el otro gobierno, ha sido extraviada, comunicada o distribuida a personas no autorizadas. Del mismo modo, el gobierno receptor tendrá que informar pronto y detalladamente al gobierno emisor, acerca de éstos hechos y de los resultados finales de las investigaciones efectuadas, así como de las acciones correctivas tomadas para prevenir la reincidencia de este tipo de situaciones.

ARTICULO OCTAVO: Cada uno de los gobiernos, cuando sea conveniente, y previa solicitud de uno y aprobación del otro, podrá enviar oficiales de seguridad para que sean orientados e informados en relación a la doctrina, los procedimientos y las facilidades que se están empleando para la protección de la información y del material militar clasificado que se hayan suministrado en base al presente Acuerdo.

Cada uno de los gobiernos ayudará a dichos oficiales en determinar si tal información dada a él por parte del otro gobierno, es adecuadamente protegida.

ARTICULO NOVENO: En caso que cualquiera de los dos gobiernos o sus contratistas suscriban un contrato que involucre el menejo de información militar clasificada, para su ejecución dentro del territorio del otro gobierno, el gobierno del país en el cual se realiza la acción estipulada en el contrato, asumirá la responsabilidad de administrar las medidas de seguridad para la protección de la información clasificada, de acuerdo con sus normas y requerimientos.

Antes de suministrarle información militar clasificada procedente del otro gobierno a un contratista, el gobierno receptor deberá cumplir con las siguientes previsiones:

a).- Asegurarse de que el personal y las instalaciones están en capacidad de proteger la información adecuadamente y les concederá la autorización de seguridad apropiada.

b).- Cerciorarse de que todas las personas que tengan acceso a la información están en conocimiento de sus responsabilidades en lo que concierne a la protección de la misma, de acuerdo con las leyes y otras disposiciones aplicables.

c).- Realizar investigaciones períodicas en materia de seguridad en las instalaciones acreditadas.

d).- Asegurarse de que el acceso a la información militar esté limitada solamente a aquellas personas que deban conocerla para propósitos oficiales.

Toda solicitud de autorización para visitar una instalación, cuando este hecho implique acceso a información militar clasificada, será tramitada por ante los organismos designados para el manejo de este Acuerdo. En todo caso la solicitud incluirá una declaración sobre la autorización de seguridad y status oficial del visitante, así como también la razón que motiva su visita.

ARTICULO DECIMO: Los costos ocasionados por las inspecciones e investigaciones de seguridad, correrán por cuenta de cada gobierno y no estarán sujetas a reintegro.

ARTICULO DECIMO PRIMERO: En caso de que alguno de los gobiernos firmantes desee incluir una Enmienda al presente Acuerdo, lo participará por escrito para su negociación y formalización correspondiente.

ARTICULO DECIMO SEGUNDO: Este Acuerdo tendrá vigencia indefinida, salvo que cualquiera de los dos gobiernos manifieste su decisión de no continuarlo por motivos nacionales obligatorios, en cuyo caso lo notificará al otro gobierno con por lo menos un (1) año de anticipación.

Se hacen cuatro (4) ejemplares de este Acuerdo, dos (2) en versión del idioma castellano y dos (2) en el idioma inglés, cuyos textos son de un mismo tenor y a un solo efecto.

SR. GEORGE W. LANDAU
Embajador
Estados Unidos de América.

HUMBERTO ALCALDE ALVAREZ
General de División (Ej)
Ministro de la Defensa

Suscrito en Caracas a los quince días del mes de Julio de mil novecientos ochenta y tres.

CHAD

Defense Assistance

Agreement effected by exchange of notes
Signed at N'djamena July 19 and 20, 1983;
Entered into force July 20, 1983.

The American Ambassador to the Chadian President

No. 094 July 19, 1983

Excellency:

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the furnishing on a grant basis of Defense Articles and Defense Services to the Government of the Republic of Chad under the Military Assistance Program of the United States Government, and to advise Your Excellency that my Government is prepared to furnish such assistance as authorized by United States law, in accordance with the following understandings:

- A. The United States Government shall furnish to the Government of Chad such Defense Articles and Defense Services as may be requested by representatives of the Government of the Chad and agreed to by representatives of the United States Government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "Defense Services" includes training related to Defense Articles.

- B. The Government of Chad requires and shall use such Defense Articles and Defense Services solely to maintain its internal security and legitimate self-defense, and shall not undertake an act of agression against any other state.

Enclosure:
Unofficial French Translation[1]

His Excellency

Hissein Habre

President of the Republic of Chad

[1] Not printed.

- C. The Government of Chad shall not relinquish title to, or possession of, such Defense Articles and Defense Services to anyone not an officer, employee, or agent of the Government of Chad unless the prior consent of the United States Government shall have been obtained, and shall offer for return to the United States Government any such Defense Articles and Defense Services that are no longer required for the purposes for which they were furnished.

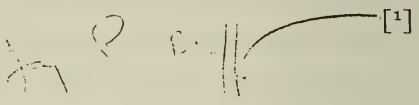
- D. The Government of Chad shall pay to the United States Government the net proceeds of sales of any weapons system, munition, aircraft, military boat, military vessel, or other Defense Article, including scrap from any such Defense Article, furnished hitherto or hereafter on a grant basis by the United States Government. Such sums paid to the United States Government shall be available to pay all official costs of the United States Government payable in the currency of Chad, including all costs relating to the financing of international educational and cultural exchange activities in which Chad participates.

- E. The Government of Chad will protect the security of any Defense Articles and Defense Services furnished hereunder, providing substantially the same degree of security protection afforded to such articles and services by the United States Government; and will, as the United States Government may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the utilization of such Defense Articles and Defense Services.

- F. I have the further honor to propose that this note, together with Your Excellency's note in reply confirming that the Government of Chad shares the foregoing understandings, shall

constitute an agreement between our two Governments on this subject, to be effective from the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.



[1]

[1] Jay P. Moffat.

The Chadian President to the American Ambassador

République du Tchad
Présidence de la République

Unité - Travail - Progrès

20 JUIL. 1983

Le Président, Chef de l'Etat

Monsieur l'Ambassadeur,

Suite à votre lettre N° 094 en date du 19 Juillet 1983 relative à la fourniture, sous forme de dons, de matériel de défense et de services de Défense au Gouvernement de la République du Tchad par le Gouvernement des Etats-Unis, dans le cadre du Programme d'Assistance Militaire, j'ai l'honneur de vous faire part de l'acceptation du Gouvernement de la République du Tchad des conditions mentionnées pour ladite assistance.-

HISSEIN HABRE

- Son Excellence Monsieur l'Ambassadeur
des Etats-Unis d'Amérique au Tchad.
N'DJAMENA

TRANSLATION

Republic of Chad

Office of the President of the Republic

The President, Chief of State

N'Djamena, July 20, 1983

Mr. Ambassador:

In reference to your letter No. 094 of July 19, 1983, concerning the furnishing on a grant basis of Defense Articles and Defense Services to the Government of the Republic of Chad under the Military Assistance Program, I have the honor to inform you that the Government of the Republic of Chad accepts the conditions set forth for such assistance.

Hissein Habre

Hissein Habre

[SEAL]

His Excellency
The Ambassador of the United States of America in Chad,
N'Djamena.

HAITI

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Port-au-Prince March 25 and April 1, 1982;
Entered into force April 1, 1982;
Effective March 1, 1982.
And amending agreements
Effected by exchange of notes
Dated at Port-au-Prince April 15 and June 4, 1982;
Entered into force June 4, 1982.
And exchange of notes
Signed at Port-au-Prince February 17 and May 3, 1984;
Entered into force May 3, 1984;
Effective December 31, 1983.

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

Port-au-Prince, March 25, 1982

No. 115

EXCELLENCY:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with annexes, done at Geneva on December 20, 1973, and extended by the protocols adopted respectively on December 14, 1977 and December 22, 1981[1] at Geneva (hereinafter referred to as The Arrangement). I have also the honor to refer to discussions between representatives of the Government of the United States of America and the Government of the Republic of Haiti held in Washington, D.C. March 4 and 5, 1982, concerning exports of cotton, wool and man-made fiber textiles and textile products from Haiti to the United States of America. As a result of those discussions and in conformity with articles 4 and 6 of The Arrangement, I have the honor to propose the following agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between the Government of the United States of America and the Government of the Republic of Haiti.

1. The term of this agreement shall be the two-year period from March 1, 1982 through February 29, 1984. The first agreement period commences on March 1, 1982 and ends on February 28, 1983. The second agreement period shall commence on March 1, 1983 and end on February 29, 1984.

His Excellency

Jean-Robert Estimé

Secretary of State for Foreign Affairs

Port-au-Prince.

[1] TIAS 7840, 8939, 10323; 25 UST 1001; 29 UST 2287; 33 UST 4516.

2. (A) The coverage of this agreement shall be all textiles and textile products of cotton, wool and man-made fibers.

(B) The determination of whether a textile or textile product is of cotton, wool or man-made fiber shall be made in accordance with the terms of Paragraph 12.

3. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this agreement.

(B) For purposes of this agreement, and in recognition of the patterns of trade of the Republic of Haiti with the United States of America, the categories below are merged and treated as single categories as indicated, with limits as set in Annex B and Annex C:

Categories Merged	Designation in Agreement
347,348	347/348
349,649	349/649

4. Commencing with the first agreement period and during the subsequent term of this agreement, the Republic of Haiti shall limit annual exports from Haiti to the United States of America of cotton, wool and man-made fiber textiles and textile products to the limits set out in Annex B and Annex C, as such limits may be adjusted in accordance with this paragraph and Paragraphs 5 and 6. The specific limits shall be increased in the second agreement period by seven percent annually, as shown in Annex B.

5. Any specific limit may be exceeded in any agreement year by not more than seven percent of its square yards equivalent total provided that the amount of the increase is compensated for by an equivalent decrease in one or more specific limits. When requesting use of the provisions of this paragraph, the Government of Haiti will indicate the category or categories to be increased and the category or categories to be decreased by commensurate quantities.

6. (A) In any agreement period, in addition to any adjustments pursuant to Paragraph 5 exports may exceed, by a maximum of 11 percent, any specific limit by allocating to such limit for that agreement period an unused portion of the corresponding limit for the previous agreement period ("carryover"), or a portion of the corresponding limit for the succeeding agreement period ("carryforward") subject to the following conditions:

(B) Carryover may be utilized as available up to 11 percent of the receiving agreement period's applicable limit. No carryover shall be available for application during the first agreement period.

(C) Carryover of shortfall (as defined in Sub-paragraph 6 (D)) shall not be applied to any specific limits until the Republic of Haiti and the United States of America have agreed upon the amounts involved.

(D) For purposes of this agreement, a shortfall occurs when exports of textile or textile products from Haiti to the United States of America during an agreement period are below the specific limit. In the agreement period

following the shortfall, such exports from Haiti to the United States of America may be permitted to exceed the specific limit, subject to condition of Sub-paragraph 6 (A) by carryover of shortfalls in the following manner:

—Carryover in any limit shall not exceed the amount of shortfall in the specific limit.

—In the case of shortfall in a category subject to a specific limit the shortfall shall be used in the category in which the shortfall occurred.

—The specific limit in which the shortfall occurred shall be decreased by the amount used to exceed the following period's limit.

(E) The limits referred to in Sub-paragraphs (A) and (B) of this paragraph are without any adjustments under this paragraph or Paragraphs 5 and 17.

(F) Carryforward may be utilized up to six percent of the receiving agreement period's applicable limits.

(G) Carryforward used shall be charged against the immediately following agreement period's corresponding limits. No carryforward shall be available for application in the final agreement period.

(H) The combination of carryover and carryforward may not exceed 11 percent of the receiving period's applicable limits in any agreement period.

(I) The Government of the United States may apply adjustments under this paragraph to any specific limit whenever that adjustment appears appropriate to facilitate the flow of trade and the sound administration of The Agreement. To the extent that such adjustments are actually utilized, they will be implemented by means of carryover and carryforward in that order. Any unused carryforward will be re-credited to the following period's limit. This procedure will not prejudice the outcome of any consultations that may be held between our governments concerning the amounts of available carryover and carryforward.

7. The categories listed in Annex C are subject to designated consultation levels as specified therein. In the event the Government of the Republic of Haiti wishes to permit exports in any category in excess of the applicable consultation level, the Government of the Republic of Haiti shall request the higher levels and the Government of the United States shall consider the request sympathetically and shall respond promptly. If, because of problems of market disruption as defined in Annex A of The Arrangement Regarding International Trade in Textiles in the United States of America in a category subject to such request, the United States is unable to comply fully, the United States of America will so inform the Government of the Republic of Haiti and will supply data which form the basis of the position taken by the United States of America. If requested by the Government of the Republic of Haiti, the Government of the United States of America will consult promptly. Until a mutually satisfactory change in the consultation level is established, the Government of the Republic of Haiti will not authorize exports in excess of the existing consultation level.

8. For categories not subject to a specific limit or a designated consultation level each party reserves its rights to take action in accordance with The Arrangement.

9. In accordance with Article 12, Paragraph 3, of The Arrangement and subject to the establishment of a mutually agreed upon certification system, Haitian exports of hand-loom fabrics of the cottage industry, or hand-made cottage industry products made of such hand-loom fabrics, or traditional folklore handicraft textile products will not be subject to the provisions of this agreement.

10. The Government of the Republic of Haiti shall use its best efforts to space exports from Haiti to the United States within each category evenly throughout the agreement period, taking into consideration normal seasonal factors.

11. The Government of the United States of America shall promptly supply the Government of the Republic of Haiti with data on monthly imports of cotton, wool and man-made textiles and textile products into the United States of America from Haiti. The Government of the Republic of Haiti shall promptly supply the Government of the United States of America with data on monthly exports of cotton, wool and man-made textiles and textile products from Haiti to the United States of America. Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this agreement requested by the other government.

12. (A) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components of cotton, wool or man-made fibers, or blends thereof, in which, any or all of those fibers represents either the chief value of the fiber, or 50 percent or more by weight of the products (or 17 percent or more by weight of wool) are subject to this agreement.

(B) For the purposes of this agreement, textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by Sub-paragraph 12 (A) but not in chief value of cotton fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(II) Wool textiles, if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers; and

(III) Man-made fiber textiles if neither of the foregoing applies.

13. The Government of the United States of America and the Government of the Republic of Haiti agree to consult upon the request of the other on any question arising in the implementation of this agreement.

14. The Republic of Haiti shall administer its export control system under this agreement. The Government of the United States of America may assist the Republic of Haiti in implementing the provisions of this agreement by

controlling imports of textiles and textile products covered by this agreement.

15. In conformity with Article 8 of The Arrangement, the Republic of Haiti and the United States of America shall cooperate to avoid circumvention of The Agreement.

16. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including difference in points of procedure or operation.

17. (A) Exports from Haiti in excess of authorized limits in any agreement period may be denied entry into the United States. Any such shipments denied entry may be permitted entry into the United States and charged to the applicable limit in the succeeding agreement period.

(B) Exports from Haiti in excess of authorized limits in any agreement year will, if allowed entry into the United States during that agreement period be charged to the applicable limit in the succeeding agreement period.

18. The visa system, effective on March 3, 1980, between the Government of the United States of America and the Republic of Haiti will remain in force subject to Paragraph 16.

19. If the Republic of Haiti considers that as a result of limitations specified in this agreement, it is being placed in an inequitable position in relation to a third country, the Republic of Haiti may request consultations with the United States of America with a view to taking appropriate remedial actions such as reasonable modifications of this agreement.

20. The Government of the United States and the Government of the Republic of Haiti agree to consult upon the request of the other on any question arising in the implementation of this agreement.

21. The Government of the United States of America and the Government of the Republic of Haiti may, at any time, propose revisions in the terms of this agreement. Each agrees to consult promptly with the other about such proposals with a view to making such revisions to this agreement or taking such other appropriate action as may be mutually agreed upon.

22. Either government may terminate this agreement, effective at the end of any agreement period, by written notice to the other, to be given at least 90 days prior to the end of such agreement period.

If the foregoing conforms with the understanding of the Government of the Republic of Haiti, this Note and Your Excellency's Note of confirmation on behalf of the Government of the Republic of Haiti shall constitute an agreement between our two governments.

Accept, Excellency, the renewed assurances of my highest consideration.

ERNEST H. PREEG

ANNEX A

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
YARN			
-- COTTON			
300	CARDED	4.6	LB.
301	COMBED	4.6	LB.
-- WOOL			
400	TOPS AND YARNS	2.0	LB.
--MAN-MADE FIBER			
600	TEXTURED	3.5	LB.
601	CONT. CELLULOSIC	5.2	LB.
602	CONT. NONCELLULOSIC	11.6	LB.
603	SPUN CELLULOSIC	3.4	LB.
604	SPUN NONCELLULOSIC	4.1	LB.
605	OTHER YARNS	3.5	LB.
FABRIC			
--COTTON			
310	GINGHAMS	1.0	SYD
311	VELVETEENS	1.0	SYD
312	CORDUROY	1.0	SYD
313	SHEETING	1.0	SYD
314	BROADCLOTH	1.0	SYD
315	PRINTCLOTHS	1.0	SYD

A) CONVERSION FACTOR IS USED TO CONVERT UNIT OF MEASURE (E.G., LB.,DOZ., DOZEN PAIRS, OR NUMBERS) TO ITS EQUIVALENT IN SQUARE YARDS

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
FABRIC (CONT.)			
--COTTON			
316	SHIRTINGS	1.0	SYD
317	TWILLS AND SATEENS	1.0	SYD
318	YARN-DYED	1.0	SYD
319	DUCK	1.0	SYD
320	OTHER FABRICS, N.K.	1.0	SYD
--WOOL			
410	WOOLEN AND WORSTED	1.0	SYD

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
FABRIC (CONT'D)			
--WOOL			
411	TAPESTRIES AND UPHOLSTERY	1.0	SYD
425	KNIT	2.0	LB.
429	OTHER FABRICS	1.0	SYD
--MAN-MADE FIBER			
610	CONT. CELLULOSIC, N.K.	1.0	SYD
611	SPUN CELLULOSIC, N.K.	1.0	SYD
612	CONT. NONCELLULOSIC, N.K.	1.0	SYD
613	SPUN NONCELLULOSIC, N.K.	1.0	SYD
614	OTHER FABRICS, N.K.	1.0	SYD
625	KNIT	7.8	LB.
626	PILE AND TUFTED	1.0	SYD
627	SPECIALTY	7.8	LB.
APPAREL			
--COTTON			
330	HANDKERCHIEFS	1.7	DZ.
331	GLOVES	3.5	DPR
332	HOSIERY	4.6	DPR
333	SUIT-TYPE COATS, M AND B	36.2	DZ.
334	OTHER COATS, M AND B	41.3	DZ.
335	COATS, W., G AND I	41.3	DZ
336	DRESSES (INCL. UNIFORMS)	45.3	DZ
337	PLAYSUITS, SUNSUITS, WASHSUITS, CREEPERS	25.0	DZ.
338	KNIT SHIRTS, (INC. T-SHIRTS, OTHER AND SWEATSHIRTS) M AND B	7.2	DZ.
339	KNIT SHIRTS AND BLOUSES INCL. T-SHIRTS, OTHER SWEATSHIRTS) W, G AND I	7.2	DZ.
340	SHIRTS, N.K.	24.0	DZ.
341	BLOUSES, N.K.	14.5	DZ.
342	SKIRTS	17.8	DZ.
345	SWEATERS	36.8	DZ.
347	TROUSERS, SLACKS, AND SHORTS (OUTER) M AND B	17.8	DZ.

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
APPAREL			
--COTTON			
348	TROUSERS, SLACKS AND SHORTS (OUTER) W, G AND I	17.8	dz.
349	BRASSIERES, ETC	4.8	DZ.
350	DRESSING GOWNS, INC. BATHROBES, AND BEACH HOUSE COATS, AND DUSTERS	51.0	DZ.
351	PAJAMAS AND OTHER NIGHTWEAR	52.0	DZ.
352	UNDERWEAR (INCL. UNION SUITS)	10.	DZ.
353	DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS M AND B	41.3	DZ.
354	DOWN AND FEATHER-FILLED COATS, JACKETS & VESTS, W, G AND I	41.3	DZ.
359	OTHER APPAREL	4.6	LBS.
--WOOL			
431	GLOVES	2.1	DPR
432	HOSIERY	2.8	DPR
433	SUIT-TYPE COATS, M AND B	36.0	DZ.
434	OTHER COATS, M AND B	54.0	DZ.
435	COATS, W, G AND I	54.0	DZ.
436	DRESSES	49.2	DZ.
438	KNIT SHIRTS AND BLOUSES	15.0	DZ.
440	SHIRTS AND BLOUSES, N.K.	24.0	DZ.
442	SHIRTS	18.0	DZ.
443	SUITS, M AND B	54.0	DZ.
444	SUITS, W, G AND I	54.0	DZ.
445	SWEATERS, M AND B	14.88	DZ.
446	SWEATERS, W, G AND I	14.88	DZ.
447	TROUSERS, SLACKS AND SHORTS (OUTER) M AND B	18.0	DZ.
448	TROUSERS, SLACKS AND SHORTS (OUTER) W,G AND I	18.0	DZ.
459	OTHER WOOL APPAREL	2.0	LB.

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
APPAREL			
--MAN-MADE FIBER			
630	HANDKERCHIEFS	1.7	DZ.
631	GLOVES	3.5	DPR
632	HOSIERY	4.6	DPR
633	SUIT-TYPE COATS, M AND B	36.2	DZ.
634	OTHER COATS, M AND B	41.3	DZ.
635	COATS, W, G AND I	41.3	DZ.
636	DRESSES	45.3	DZ.
637	PLAYSUITS, SUNSUITS, WASHSUITS, ETC.	21.3	DZ.
638	KNIT SHIRTS, (INC. T-SHIRTS), M AND B	18.0	DZ.
639	KNIT SHIRTS AND BLOUSES (INCL. T-SHIRTS), W, G AND I	15.0	DZ.
640	SHIRTS, N.K.	24.0	DZ.
641	BLOUSES, N.K.	14.5	DZ.
642	SKIRTS	17.8	DZ.
643	SUITS, M AND B	54.0	DZ.
644	SUITS, W, G AND I	54.0	DZ.
645	SWEATERS, M AND B	36.8	DZ.
646	SWEATERS, W, G AND I	36.8	DZ.
647	TROUSERS, SLACKS, AND SHORTS (OUTER) M AND B	17.8	DZ.
648	TROUSERS, SLACKS AND SHORTS (OUTER) W,G AND I	17.8	DZ.
649	BRASSIERES, ETC.	4.8	DZ.
650	DRESSING GOWNS, INCL. BATH AND BEACH ROBES	51.0	DZ.
651	PAJAMAS AND OTHER NIGHT-WEAR	52.0	DZ.
652	UNDERWEAR	16.0	DZ.
653	DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS M AND B	41.3	DZ.
654	DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS W, G AND I	41.3	DZ.
659	OTHER APPAREL	7.8	LB.

ANNEX B

SPECIFIC LIMITS

CATEGORY --	DESCRIPTION	UNIT	3/1/82 2/28/83	3/1/83 2/29/84
337	PLAYSUITS	DOZ	104,863	112,203
340	N-SHIRTS M,B	DOZ	165,000	176,550
347/348	TROUSERS	DOZ	350,000	374,500
349/649	BRASSIERES	DOZ	1,400,000	1,498,000
632	HOSIERY	DOZ	1,800,000	1,926,000
635	COATS	DOZ	175,000	187,250
648	TROUSERS	DOZ	600,000	642,000

ANNEX C

DESIGNATED CONSULTATION LEVELS

CATEGORY	DESCRIPTION	QUANTITY
331	GLOVES	533,429 DPR
639	KNIT SHIRTS BLOUSES	380,000 DOZ
641	N-KNIT BLOUSES, WGI	317,241 DOZ

The Haitian Secretary of State for Foreign Affairs
to the American Ambassador

Département des Affaires Etrangères — *République d'Haïti*

EC/

Port-au-Prince, le 1er Avril 1982.

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre lettre No.115 en date du 25 Mars libellée comme suit:

Excellence,

"J'ai l'honneur de vous référer à la Convention concernant le Commerce International des Textiles, et les annexes, faites à Genève le 20 Décembre 1973 et prorogées par les Protocoles adoptés respectivement le 14 Décembre 1977 et le 22 Décembre 1981 à Genève (ci-après dénommés l'Accord). Je vous réfère également aux pourparlers entre les représentants du Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République d'Haiti, tenus à Washington, D.C. les 4 et 5 Mars 1982, relatifs à l'exportation de coton, de laine, de fibres chimiques et de produits textiles, d'Haiti aux Etats-Unis d'Amérique. Comme résultat de ces pourparlers, et conformément aux articles 4 et 6 de l'Accord, je voudrais proposer, au nom du Gouvernement des Etats-Unis d'Amérique, l'Accord suivant relatif au commerce du coton, de la laine, des fibres chimiques et des produits textiles entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République d'Haiti.

1.- La durée du présent Accord sera de deux ans, s'étendant du 1er Mars 1982 au 29 Février 1984. La première période de l'Accord commence le 1er Mars 1982 et se termine le 28 Février 1983. La seconde période de l'Accord commencera le 1er Mars 1983 et se terminera le 29 Février 1984.

2.- A) Le présent Accord portera sur tous les textiles et produits textiles de coton, de laine ou de fibres chimiques.

Monsieur Ernest PREEG
Ambassadeur des Etats-Unis d'Amérique
Port-au-Prince, (HAITI)

B) La décision quant à la question de savoir si un textile ou un produit textile est du coton, de la laine ou une fibre chimique sera prise conformément aux dispositions du paragraphe 12.

3.- A) Le système de catégorie et le taux de conversion en équivalents de yards carrés figurant à l'annexe A[1] seront intégralement appliqués dans le cadre de cet Accord.

B) Aux fins d'application du présent Accord, et en considération de la structure des échanges entre la République d'Haiti et les Etats Unis d'Amérique, les catégories ci-dessous sont combinées et traitées comme une seule catégorie tel qu'indique, conformément aux limites fixées à l'annexe B et à l'annexe C:

Catégories combinées	
347, 348	349,649
Désignation dans l'accord	
34/348	349/649

4.- Pendant la première période de l'Accord et pendant la durée subséquente de celui-ci, la République d'Haiti limitera ses exportations annuelles de coton, de laine, de fibres chimiques, et de produits textiles, d'Haiti aux Etats-Unis d'Amérique, aux limites figurant à l'annexe B et à l'annexe C, de telles limites pouvant être ajustées conformément aux dispositions du présent paragraphe et des paragraphes 5 et 6. Les limites figurant à l'annexe B ne renferment aucun ajustement prescrit par les paragraphes 5 et 6. Les limites spécifiques seront augmentées de sept pour cent annuellement, comme indique à l'annexe B, dans la seconde période de l'Accord.

5.- Toute limite spécifique peut, pour n'importe quelle année de l'Accord, être dépassée, mais sans dépasser sept pour cent de son total d'équivalents de yards carrés, pourvu que cette augmentation soit compensée par une diminution équivalente de l'une ou de plusieurs des limites spécifiques. En demandant l'application des dispositions de ce paragraphe, le Gouvernement d'Haiti indiquera la catégorie ou les catégories devant être augmentées et la catégorie ou les catégories devant être diminuées en quantités proportionnées.

[1] Annexes A, B and C appended to the French text are in the English language. See pp. 1593–1597, *supra*.

6.- A) Pendant toute période de l'Accord, en plus de tout ajustement conforme au paragraphe 5, des exportations peuvent excéder, jusqu'à un maximum de 11 pour cent, n'importe quelle limite spécifique en attribuant à une telle limite pour la période en cours toute portion de ladite limite inutilisée pendant la période précédente (portion non utilisée: report) ou toute portion de la limite correspondante pour la période suivante (utilisation anticipée: à reporter).

B) Le report peut être utilisé suivant les disponibilités jusqu'à concurrence de 11 pour cent des limites applicables de la période de réception. Il ne sera pas possible de faire valoir un report durant la première période de l'Accord.

C) Le report d'un déficit (tel que défini au paragraphe 6 D) ne sera appliqué à aucune des limites spécifiques avant que la République d'Haiti et les Etats-Unis d'Amérique ne conviennent des niveaux à fixer.

D) Aux fins d'application du présent Accord, un déficit se produit lorsque les exportations de textiles ou de produits textiles d'Haiti aux Etats_Unis d'Amérique, au cours d'une période de l'Accord, sont inférieures à la limite spécifique. Pendant la période de l'Accord faisant suite à celle du déficit, les dites exportations d'Haiti aux Etats-Unis d'Amérique peuvent excéder la limite spécifique, sous réserve des dispositions du paragraphe 6 A), en reportant les déficits de la manière suivante:

Le report provenant de toute limite ne devra pas dépasser le montant du déficit dans la limite spécifique.

En cas de déficit dans une catégorie soumise à une limite spécifique, le déficit sera reporté dans la catégorie dans laquelle le déficit s'est produit.

De la limite spécifique dans laquelle le déficit s'est produit sera déduit le montant dont il est permis de dépasser la limite de la période suivante.

E) Les limites mentionnées aux alinéas A) et B) du présent paragraphe ne comprennent aucun ajustement en application du présent paragraphe ou des paragraphes 5 et 17.

F) Le report peut être utilisé jusqu'à concurrence de six pour cent des limites applicables de la période de réception de l'Accord.

G) Le report utilisé sera imputé aux limites correspondantes de la période de l'Accord faisant immédiatement suite. Il ne sera pas possible de faire valoir un report durant la période finale de l'Accord.

H) La combinaison "report et à reporter" ne peut, au cours de toute période de l'Accord, excéder 11 pour cent des limites applicables de la période de réception.

I) Le Gouvernement des Etats-Unis peut appliquer les ajustements prévus au présent paragraphe à toute limite spécifique, chaque fois que l'ajustement semble approprié, pour faciliter le flux de l'échange et la bonne gestion de l'Accord. Dans la mesure ou lesdits ajustements sont effectivement utilisés, ils seront calculés par voie de "report et à reporter", dans cet ordre. Tout report non utilisé sera crédité à nouveau à la limite de la période suivante. Cette procédure ne portera pas préjudice aux résultats de toutes consultations qui pourraient avoir lieu entre nos deux Gouvernements en ce qui concerne les montants "report et à reporter" disponibles.

7.- Les catégories mentionnées à l'annexe C sont limitées aux niveaux fixés par voie de consultations et figurant à la dite annexe. Au cas où le Gouvernement de la République d'Haiti souhaiterait autoriser des exportations de toute catégorie dépassant le niveau applicable par voie de consultations, le Gouvernement de la République d'Haiti sollicitera des niveaux plus élevés et le Gouvernement des Etats-Unis devra considérer la demande avec bienveillance et y répondre sans retard. Si, en raison de bouleversement du marché, tel que défini à l'annexe A de la Convention relative au commerce international des textiles constaté aux Etats-Unis d'Amérique dans une catégorie faisant l'objet d'une telle demande, les Etats-Unis ne peuvent donner pleinement satisfaction, les Etats-Unis d'Amérique en informeront le Gouvernement de la République d'Haiti et fourniront les données sur lesquelles les Etats-Unis d'Amérique se sont basés pour adopter cette position. Si le Gouvernement de la République d'Haiti demande à tenir des consultations, le Gouvernement des Etats-Unis d'Amérique y accèdera sans retard. Tant qu'une modification mutuellement satisfaisante du niveau fixé par voie de consultations ne sera pas adoptée, le Gouvernement de la République d'Haiti n'autorisera pas les exportations dépassant le niveau fixé par voie de consultations.

8.- En ce qui concerne les catégories qui ne sont pas sujettes à une limite spécifique ou à un niveau fixé par voie de consultations, chaque partie se réserve le droit de prendre toutes mesures conformément aux dispositions de la convention.

9.- Conformément à l'Article 12, paragraphe 3, de l'Accord et sous réserve de l'établissement d'un système de certification mutuellement agréé, les exportations d'Haiti de tissus de fabrication artisanale, de produits textiles de fabrication artisanale utilisant ces tissus tissés à la main, ou de produits textiles artisanaux folkloriques traditionnels ne seront pas régies par les dispositions du présent Accord.

10.- Le Gouvernement de la République d'Haiti fera tout son possible pour que les exportations d'Haiti à destination des Etats-Unis s'effectuent pour chaque catégorie à intervalles réguliers tout au long de la période de l'Accord, compte tenu des facteurs saisonniers normaux.

11.- Le Gouvernement des Etats-Unis d'Amérique devra communiquer rapidement au Gouvernement de la République d'Haiti les données relatives aux importations mensuelles de coton, de laine, de fibres chimiques et de produits textiles aux Etats-Unis d'Amérique en provenance d'Haiti. Le Gouvernement de la République d'Haiti communiquera rapidement au Gouvernement des Etats-Unis d'Amérique les données mensuelles relatives aux exportations de coton, de laine, de fibres chimiques et de produits textiles en provenance d'Haiti à destination des Etats-Unis d'Amérique. Chaque Gouvernement convient de fournir rapidement, sur demande, à l'autre Gouvernement, toutes autres données statistiques dont il dispose et qui seraient nécessaires à la mise en application du présent Accord.

12.- A) Les peignes, fils, tissus, articles de confection simple, vêtements et autres produits textiles manufacturés, produits dont les caractéristiques principales sont de comporter des composants textiles en coton, laine ou fibres chimiques, ou des mélanges de ces fibres, et dans lesquels toutes fibres de cette nature représentent soit la valeur principale du produit ou 50 pour cent au moins de ladite valeur en raison du poids des produits (ou 17 pour cent au moins en raison du poids de la laine), sont soumis aux dispositions du présent Accord.

B) Aux fins d'application du présent Accord, les produits textiles seront classifiés en tant que textiles de coton, de laine oude fibres chimiques, si ces fibres constituent l'élément intégral ou de valeur principale de l'un quelconque de ces produits. Tout produit couvert par l'alinéa A) Du paragraphe 12 mais dont la va-

leur principale n'est pas la fibre de coton, sera classifié en tant que:

I) Textiles de coton, s'ils se composent de 50 pour cent ou plus, en poids de coton, ou si le coton en est un élément de proportion plus élevée , en poids, que l'élement laine et/ou fibres chimiques;

II) Textiles de laine, s'ils ne tombent pas dans la catégorie des textiles de coton et que la laine y entre dans une proportion égale ou excède de 17 pour cent, en poids, toutes les autres fibres qui les composent: et

III) Textiles de fibres chimiques, s'ils ne répondent pas à l'une ou l'autre des descriptions ci-dessus.

13.- Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République d'Haiti conviennent de se consulter au sujet de toute question soulevée dans le cadre de l'application du présent Accord.

14.- La République d'Haiti assurera l'administration de son système de controle des exportations aux termes du présent Accord. Le Gouvernement des Etats-Unis d'Amérique pourra aider la République d'Haiti dans l'application des dispositions du présent Accord en matière de limitation en controlant les importations de textiles et de produits textiles tombant sous le coup de l'Accord.

15.- En conformité avec les dispoditions de l'Article 8 de la Convention, la République d'Haiti et les Etats-Unis d'Amérique coopéreront afin d'éviter de circonvenir l'Accord.

16.- Des arrangements administratifs ou des ajustements mutuellement satisfaisants peuvent être faits pour résoudre les problèmes de moindre importance survenant dans l'application du présent Accord, y compris les divergences concernant des détails de procédure ou de fonctionnement.

17.- A) L'entrée aux Etats-Unis des exportations en provenance d'Haiti dépassant les limites autorisées dans toute période de l'Accord, peut être refusée. Toute expédition à destination des Etats-Unis dont l'entrée est refusée peut être autorisée et imputée à la limite applicable dans la période suivante de l'Accord.

B) Les exportations en provenance d'Haiti dépassant les limites autorisées dans toute année de l'Accord seront, si leur entrée

aux Etats-Unis d'Amérique est autorisée pendant la période de l'Accord, imputées à la limite applicable dans la période suivante de l'Accord.

18.- Le système de controle, en vigueur au 3 Mars 1980, entre le Gouvernement des Etats-Unis d'Amérique et la République d'Haiti, demeurera en vigueur conformément au paragraphe 16.

19.- Si la République d'Haiti estime que, en raison des limitations spécifiées dans le présent Accord, elle se trouve dans une position inéquitable par rapport à un pays tiers, la République d'Haiti pourra demander d'entrer en consultation avec les Etats-Unis d'Amérique en vue de prendre toutes dispositions appropriées, telle l'adoption de modifications raisonnables du présent Accord, pour y remédier.

20.- Le Gouvernement des Etats-Unis et le Gouvernement de la République d'Haiti conviennent de se consulter, à la demande de l'un ou l'autre, sur toute question survenant dans l'application du présent Accord.

21.- Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République d'Haiti peuvent, en tout temps, proposer d'apporter des révisions aux modalités du présent Accord. Chaque partie convient d'entrer rapidement en consultation avec l'autre partie en ce qui concerne les dites propositions en vue d'apporter lesdites révisions au présent Accord ou de prendre toutes autres dispositions appropriées dont il pourrait être mutuellement convenu.

22.- L'un ou l'autre des Gouvernements pourra mettre fin au présent Accord à compter de la fin de toute période de l'Accord,en avisant par écrit l'autre Gouvernement, au moins 90 jours avant la fin de la dite période de l'Accord".

Il m'est agréable de vous faire savoir que le Gouvernement Haitien approuve les propositions ci-dessus mentionnées. Votre lettre et la présente réponse qui exprime l'agrément du Gouvernement Haitien constituent un Accord entre les deux Gouvernements.

Je saisis cette occasion pour vous renouveler, Monsieur l'Ambassadeur, les assurances de ma haute considération.

Jean Robert ESTIME
Secrétaire d'Etat

TRANSLATION

Republic of Haiti

Department of Foreign Affairs

Port-au-Prince, April 1, 1982

Mr. Ambassador:

I have the honor to acknowledge receipt of your note No. 115 of March 25, which reads as follows:

[For the English language text, see pp. 1588-1597.]

I am happy to inform you that the Government of Haiti approves the above-mentioned proposals. Your note and this reply, expressing the agreement of the Government of Haiti, constitute an Agreement between the two Governments.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my high consideration.

Jean Robert Estime

Jean Robert Estime
Secretary of State

Mr. Ernest Preeg,
Ambassador of the United States of America,
Port-au-Prince, Haiti

[AMENDING AGREEMENTS]

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

Port-au-Prince, April 15, 1982

No. 142

EXCELLENCY:

I have the honor to refer to the recent U.S.-Haitian Textile Agreement effected by the exchange of notes of April 2, 1982.[1] On behalf of the Government of the United States of America, I propose that Annex A be amended to include the following:

MADE-UPS AND MISCELLANEOUS

Category	Description	Conversion	Unit
Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.9	No.
363	Terry and Other Pile Towels	0.5	No.
369	Other Cotton Manufactures	4.6	Lb.
Wool			
464	Blankets and Auto Robes	1.3	Lb.
465	Floor Coverings	0.1	Sft.
469	Other Wool Manufactures	2.0	Lb.
Man-Made Fiber			
665	Floor Coverings	0.1	Sft.
666	Other Furnishings	7.8	Lb.
669	Other Man-Made Manufactures	7.8	Lb.

His Excellency
Jean-Robert Estimé
Secretary of State for Foreign Affairs

[1] Should read "March 25 and April 1, 1982."

Category 669 is excluding TSUSA Numbers 706.2045, 706.2700, 706.2840 and 706.2850.

If the foregoing proposal is acceptable to the Government of the Republic of Haiti, this Note and Your Excellency's Note of confirmation on behalf of the Republic of Haiti shall constitute an Amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

The Haitian Department of Foreign Affairs to the American Embassy

Département des Affaires Etrangères

République d'Haïti

EC/232

Le Département des Affaires Etrangères présente ses compliments à l'Ambassade des Etats - Unis d'Amérique et a l'honneur de lui transmettre photocopie de la réponse DI/T&F 02816 du Département du Commerce et de l'Industrie concernant les propositions d'Amendement de l'annexe A de l'Accord Textile haitiano-américain en vigueur depuis le 1er Mars 1982.

En réponse, ce Département souligne que l'annexion de quelques catégories n'aggravera pas la situation du Commerce Textile haitien sur le marché américain.

Le Département des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique, les assurances de sa haute considération.

DEPARTEMENT DES AFFAIRES ETRANGERES
REPUBLIQUE D'HAITI

Port-au-Prince, le 4 Juin 1982

TRANSLATION

Republic of Haiti
Department of Foreign Affairs

No. EC/232

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to transmit to it a photocopy of reply No. DI/T&F 02816[1] of the Department of Commerce and Industry concerning the proposed amendment of Annex A of the Haitian-U.S. Textile Agreement in force since March 1, 1982.

In reply, the Department of Commerce and Industry considers that the inclusion of a few categories in the annex will not be detrimental to the Haitian textile trade position in the United States market.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Port-au-Prince, June 4, 1982

[Initialed]

[SEAL]

[1] Not printed.

The American Ambassador to the Haitian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

February 17, 1984

No. 84

Excellency:

I have the honor to refer to the Arrangement regarding International Trade in Textiles, with annexes, done at Geneva on December 20, 1973, and extended by the protocols adopted respectively on December 14, 1977 and December 22, 1981 at Geneva. I also have the honor to refer to The Agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between the United States of America and the Republic of Haiti, effected by exchange of Notes March 25, and April 1, 1982 (hereinafter referred to as the Agreement) and the Memorandum of Understanding initialled by representatives of the Government of the United States of America and the Government of the Republic of Haiti on January 27, 1984 in Port-au-Prince.[1]

I have the honor to propose, on behalf of my Government, the following amendment to the Agreement:

His Excellency
Jean-Robert Estime,
Minister of Foreign Affairs,
Port-au-Prince.

[1] Not printed.

1. The termination date of the Agreement is December 31, 1983. The final Agreement period is the ten-month period from March 1 to December 31, 1983. The specific limits and designated consultation levels for the second Agreement period are:

ANNEX B (Specific Limits)

337	Playsuits	93,503 dozen
340	Shirts	147,125 dozen
347/348	Trousers	312,083 dozen
349/649	Brassieres	1,248,333 dozen
632	Hosiery	1,605,000 dozen
635	Coats	156,042 dozen
648	Trousers	535,000 dozen

ANNEX C (Designated Consultation Levels)

331	Gloves	444,524 DPR
639	Shirts, Blouses	316,667 dozen
641	Blouses	264,368 dozen

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

[1] Clayton E. McManaway, Jr.

The Haitian Minister of Foreign Affairs to the American Ambassador

Ministère des Affaires Etrangères — *République d'Haïti*

EC/ 561

Port-au-Prince, le 3 Mai 1984

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre lettre No. 84 en date du 17 février 1984 libellée comme suit :

" Excellence,

J'ai l'honneur de vous référer à la Convention sur le Commerce International des Textiles, ainsi qu'aux annexes, tenue à Genève le 20 décembre 1973, et prorogée par les Protocoles adoptés respectivement le 14 décembre 1977 et le 22 décembre 1981 à Genève. Je vous réfère également à l'Accord relatif au Commerce du coton, de la laine et des fibres synthétiques et des articles de textile, intervenu entre les Etats-Unis d'Amérique et la République d'Haiti, rendu effectif par l'échange de notes des 25 mars et 1er avril 1982 (ci-après dénommé l'Accord) et le Memorandum d'Entente paraphé par les représentants du Gouvernement des Etats-Unis d'Amérique et du Gouvernement de la République d'Haiti le 27 janvier 1984 à Port-au-Prince.

J'ai l'honneur de proposer, au nom de mon Gouvernement, que l'Accord soit amendé comme suit :

1. La date d'expiration de l'Accord est 31 décembre 1983. La période finale de l'Accord est de 10 mois s'étendant du 1er mars au 31 décembre 1983. Les limites spécifiques et les niveaux désignés de consultation pour la durée du second accord sont :

Son Excellence
M. Clayton E.Mc MANAWAY
Ambassadeur des Etats-Unis d'Amérique
PORT-AU-PRINCE.

Annexe B (Limites Spécifiques)

337	playsuits	93,503	douzaines
340	chemises à homme	147,125	"
347/348	pantalons en coton	312,083	"
349/649	articles soutien du corps	1,248,333	"
632	bonneterie	1,605,000	"
635	manteaux	156,042	"
648	pantalons	535,000	"

Annexe C (Niveaux désignés de consultation)

331	gants	444,524	DPR
639	chemises à homme		
	corsages	316,667	douzaines
641	corsages	264,368	"

Veuillez agréer, Excellence, l'assurance renouvelée de ma plus haute considération. "

J'ai l'honneur de vous confirmer que le Gouvernement de la République d'Haiti approuve les propositions ci-dessus mentionnées et considère Votre lettre et la présente comme constituant un Accord entre les deux Gouvernements.

Je saisis cette occasion pour vous renouveler, Monsieur l'Ambassadeur, les assurances de ma haute considération.

Jean-Robert ESTIME
Ministre des Affaires Etrangères.

TRANSLATION

Republic of Haiti
Ministry of Foreign Affairs

EC/561

Port-au-Prince, May 3, 1984

Mr. Ambassador:

I have the honor to acknowledge receipt of your letter No. 84 of February 17, 1984, which reads as follows:

[For text of the U.S. note, see pp. 1610-1611.]

I have the honor to confirm that the Government of the Republic of Haiti approves the above proposals and considers your letter and this note to constitute an agreement between our two governments.

I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration.

[Signature]

Jean Robert Estime
Minister of Foreign Affairs

MOROCCO

Agricultural Commodities

Agreement amending the agreement of January 19, 1982.
Effected by exchange of notes
Signed at Rabat August 13 and 18, 1982;
Entered into force August 18, 1982.

The Director of the United States Agency for International Development to the Moroccan Minister of Finance

August 13, 1982

His Excellency Abdellatif Jouahri
Minister of Finance
Rabat

Subject: Proposed First Amendment to PL 480 Title I [1] Agreement of January 19, 1982. [2] Increase by $5 million to $35 million and quantity by approximately 30.000 MT to approximately 200.000 MT.

Dear Mr. Minister:

I have the honor to refer to the agricultural commodities agreement signed by representatives of our two governments January 19, 1982 and to propose that Part II, "Particular Provisions" of that agreement be amended as follows:

I. On line entitled "Wheat," delete "170,000," "30.0" and insert "200,000" and "35.0."

II. On line entitled "Total," delete "170,000," "30.0" and insert "200,000" and "35.0."

All other terms and conditions of the January 19, 1982 agreement remain the same.

If the foregoing is acceptable to your government, I propose that this note, together with your affirmative reply thereto, constitute agreement between our two governments, effective the date of your reply.

Please accept, Mister Minister, this expression of my highest regards.

HAROLD S. FLEMING
Harold S. Fleming
Director

cc: His Excellency Othman Demnati
Minister of Agriculture and Agrarian Reform

Mr. Mohammed Brick, ONICL

[1] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*
[2] TIAS 10361; 34 UST 356.

The Moroccan Minister of Finance to the Director of the United States Agency for International Development

1402 شوال 23

ROYAUME DU MAROC

RABAT, LE 18 AOUT 1982

MINISTERE DES FINANCES

DIRECTION DU BUDGET

Equipement

B/2

143338

LE MINISTRE DES FINANCES

A)

MONSIEUR LE DIRECTEUR DE L'ADMINISTRATION DE L'USAID

- RABAT -

OBJET / Proposition de Premier Avenant à l'Accord du 19 Janvier 1982 entrant dans le cadre de la PL 480 Titre I. Augmentation de $ 5 Millions portant le total à $ 35 Millions et d'environ 30.000 TM portant le total à environ 200.000 TM.

Monsieur le Directeur,

Vous avez bien voulu m'adresser, en date du 13 Août 1982, une lettre ainsi libellée :

" Monsieur le Ministre,

J'ai l'honneur de me référer à l'Accord portant sur les denrées agricoles que les représentants de nos gouvernements ont signé le 19 Janvier 1982 et de proposer d'en modifier la deuxième partie "Clauses Particulières" comme suit :

I. Tableau Répertoire des Denrées, dans les colonnes "Blé" et "total", au lieu des chiffres suivants: "170.000" (Tonnes) et "30.0" (Millions $), lire : "200.000" (Tonnes) et "35.0" (Millions $).

Les autres termes et conditions indiqués dans l'Accord du 19 Janvier 1982 demeurent inchangés.

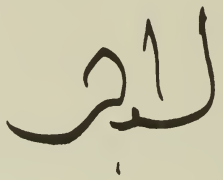
Je propose, si cette modification recueille l'agrément du gouvernement marocain, que la présente lettre et votre réponse affirmative à celle-ci tiennent lieu d'un accord qui prendra effet à compter de la date de votre réponse

Veuillez agréer, Monsieur le Ministre, l'assurance de ma très haute considération."

J'ai l'honneur de vous faire part de mon accord sur ce qui précède.

Je vous prie de croire Monsieur le Directeur, à l'assurance de ma considération distinguée.

Le Ministre des Finances



Signé : Abdellatif JOUAHRI

TRANSLATION

Kingdom of Morocco

Ministry of Finance
Office of the Budget

No. 143338 Rabat, August 18, 1982

The Director
USAID
Rabat

Subject: Proposed First Amendment to PL 480 Title I Agreement of January 19, 1982. Increase by $5 million to $35 million and quantity by approximately 30,000 MT to approximately 200,000 MT

Dear Sir:

I have received your letter of August 13, 1982, which reads as follows:

[For the English language text, see pp. 1616.]

I have the honor to inform you of my acceptance of the foregoing.

Accept, Sir, the assurances of my high consideration.

Abdellatif Jouahri

Abdellatif Jouahri
Minister of Finance

THAILAND

Telecommunications: Radio Transmitting and Receiving Facilities

Agreement amending and extending the agreement of August 11, 1965.
Effected by exchange of notes
Signed at Bangkok February 28 and March 7, 1983;
Entered into force March 7, 1983.

The American Ambassador to the Thai Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

BANGKOK, *February 28, 1983*

No. 624

EXCELLENCY:

I have the honor to refer to the agreement effected by the exchange of notes of August 11, 1965 [1] governing the radio transmitting and receiving stations constructed and operating in Thailand under the agreement. In the spirit of the harmonious and fruitful trust and mutuality existing between the Government of the United States of America and the Royal Thai Government with respect to the operations of these radio stations, the Government of the United States of America proposes to the Royal Thai Government that the duration of the agreement referred to above be extended for a further period of fifteen years to start at the expiration of the existing agreement on March 27, 1983.

The agreed revised broadcasting schedule under paragraph 11 of the agreement shall be as follows:

0400—0530 USG
0530—0900 RTG
1700—1800 RTG
1800—1930 USG
1930—2030 RTG
2030—0200 USG

These provisions modifying the agreement of August 11, 1965 shall come into force upon receipt of your favorable response to this Note. In all other respects, the agreement set forth in the Notes of August 11, 1965 shall be maintained and continued.

Accept, Excellency, the assurances of my highest consideration.

JOHN GUNTHER DEAN

His Excellency Air Chief Marshal
SIDDHI SAVETSILA,
Minister of Foreign Affairs,
Bangkok.

[1] TIAS 7378; 23 UST 1158.

The Thai Minister of Foreign Affairs to the American Ambassador

No. 0705/19678

Ministry of Foreign Affairs,
Saranrom Palace.

7th March B.E. 2526 (1983)

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note dated February 28, 1983, which reads as follows :-

[For the text of the U.S. note, see pp. 1621.]

In reply, I have the honour to state that the above proposal is acceptable to the Government of the Kingdom of Thailand and to confirm that the present Note and Your Excellency's Note under reply constitute an agreement modifying the agreement of August 11, 1965 between the Government of the Kingdom of Thailand and the Government of the United States of America concerning the radio transmitting and receiving stations constructed and operating in Thailand under the agreement.

Accept, Excellency, the assurances of my highest consideration.

Air Chief Marshal Siddhi Savetsila

(Siddhi Savetsila)
Minister of Foreign Affairs of Thailand

His Excellency,
Mr. John Gunther Dean,
Ambassador Extraordinary and Plenipotentiary of
the Embassy of the United States of America,
BANGKOK.

TIAS 10751

SENEGAL

Agricultural Commodities

Agreements amending the agreement of May 16, 1980, as amended.
Effected by exchange of letters
Signed at Dakar July 22 and 28, 1983;
Entered into force July 28, 1983.
And exchange of letters
Signed at Dakar March 22 and April 3, 1984;
Entered into force April 3, 1984.

The American Ambassador to the Senegalese Minister of Finance and Economic Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

USAID/Senegal
American Embassy
Dakar, Senegal

July 22, 1983

H.E. Mr. Mamadou TOURE
Minister of Finance & Economic Affairs
Ministry of Finance & Economic Affairs
Dakar

Our/Ref: AID/FFP/83-36
Subject: PL–480 Title III Agreement – Amendment NO 3

Excellency;

I have the honor to refer to the Agricultural Commodity Agreement and Memorandum of Understanding signed by Representatives of our two Governments on May 16, 1980, as amended,[1] and to propose that Part II Particular Provisions be further amended as follows:

AGREEMENT

PART II – PARTICULAR PROVISIONS

ITEM I– COMMODITY TABLE

Supply Period (U.S. Fiscal Year): 1983
Approximate Quantity (Metric Tons):
– 11, 000 MT rice; $3.5 million
– 28,400 MT sorghum; $3.5 million

Maximum Export Market Value (Millions): Dols 7.0

Total: U.S. Dols 28.0 million.

ITEM III– USUAL MARKETING TABLE

Import period (U.S. Fiscal Year): 1983
Usual Marketing Requirement (Metric Tons):
276,000 MT rice; 11.500 MT feedgrains.

[1] TIAS 10239; 33 UST 3385.

ITEM III–B – EXPORT LIMITATIONS

Delete and insert:

"A. The export limitation period shall be U.S. fiscal year 1983 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported/utilized."

"B. For the purpose of Part I, Article III (A)(4) of the Agreement, the commodities which may not be exported are for rice—rice in the form of paddy, brown, and milled, for sorghum—sorghum, cornmeal, rye, oats, and other feedgrains, including mixed feeds containing predominantly such grains."

In addition to the above changes, Annex B is hereby amended in accordance with the revised Annex B attached to this note.

All other terms and conditions of the May 16, 1980 agreement as amended remain the same.

If the foregoing is acceptable to your Government, I propose that this letter together with your reply thereto, constitute an Agreement between our two Governments, effective the date of your letter in reply.

Accept, Excellency, the assurance of my highest regards.

Charles W. Bray III
American Ambassador

Attachments: Amendment to Annex B
Aide-Mémoire

AMENDMENT TO ANNEX B

Add additional table following Table B-1 as follows:

TABLE B-1(a)

BUDGET

YEAR FOUR EXTENSION

PROJECT	U.S. $ 000
Agricultural Policy Studies (ISRA)	860
Environmental Rehabilitation Study	230
Hydrogeological Study (Sine-Saloum)	1,000
National School for Applied Economics (ENEA)	260
Dune Stabilization	720
Land Regeneration Fund	320
Community Reforestation	600
Reforestation of Saline Soils (Research)	90
Village Woodlots Development	970
Bandia Forest Maintenance	175
Energy Efficient Cookstoves	360
Charcoal Production Training	315
Seed Storage	280
Blacksmith Training	255
CRS - Rural Development	370
Project Total	6,805
Management	195
TOTAL	7,000

The Senegalese Minister of Finance and Economic Affairs to the American Ambassador

REPUBLIQUE DU SENEGAL
UN PEUPLE - UN BUT - UNE FOI

MINISTERE DE L'ECONOMIE
ET DES FINANCES

Le Ministre

№03594

Dakar, le 28 JUIL. 1983

Objet : Amendement n° 3, Accord PL 480 Titre III

Réf. : V/L du 22 juillet 1983

Monsieur l'Ambassadeur,

Par lettre rappelée en référence, vous avez bien voulu soumettre au Gouvernement du Sénégal, l'Amandement n° 3 à l'accord PL 480 Titre III, concernant une subvention de 7 millions de dollars devant servir à l'achat de riz et de sorgho sur le marché américain.

Je vous confirme l'accord du Gouvernement du Sénégal sur cet amendement discuté entre les parties sénégalaise et américaine. Je vous retourne, sous ce pli, l'aide mémoire signé.

Je vous prie de croire, Monsieur l'Ambassadeur, à l'assurance de ma considération Distinguée.

Pour le Ministre de
l'Economie et des Finances
et par délégation
Le Secrétaire Général
Moussa TOURÉ

Monsieur l'Ambassadeur
des Etats-Unis d'Amérique
B.P. 49

D A K A R

TRANSLATION

Republic of Senegal
Ministry of Economy and Finance
The Minister

Dakar, July 28, 1983

Subject: Amendment No. 3, PL 480 Title III Agreement

Ref.: Your letter of July 22, 1983

Mr. Ambassador:

In the letter in reference you submitted to the Government of Senegal Amendment No. 3 to the PL 480 Title III Agreement concerning a subsidy of US$7 million to be used to purchase rice and sorghum on the American market.

I am confirming the Government of Senegal's agreement to this amendment that was discussed between the Senegalese and American parties. I am enclosing the signed aide-memoire.

Accept, Mr. Ambassador, the assurances of my high consideration.

Moussa

The Ambassador of the United States of America,
B.P. 49,
Dakar.

The American Ambassador to the Senegalese Minister of Finance and Economic Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Dakar, Senegal
March 22, 1984

H.E. Mr. Mamoudou TOURE
Minister of Finance & Economic Affairs
Ministry of Finance & Economic Affairs
Dakar, Senegal

Ref: AID/FFP/84-021

Subject: PL-480 Title III Agreement -
Amendment NO 4

Excellency:

I have the honor to refer to the Agricultural Commodity Agreement and Memorandum of Understanding signed by representatives of our two governments on May 16, 1980 as amended, and to propose that the Agreement be further amended by replacing Annex B with a revised Annex B attached to this note. All other terms and conditions of the May 1980 agreement as amended remain the same. If the foregoing is acceptable to your government, I propose that this letter, together with your reply thereto, constitute an agreement between our two governments, effective the date of your letter in reply.

Sincerely,

Charles W. Bray III
Ambassador

Attachment: Revised Annex B

Revised Annex B Program Description:

Item II Program Objectives: Replace first two paragraphs with the following: Approval for this 4 year Title III program in Senegal is based on the analyses and justification presented in the Program Proposal - Senegal - Food for Development Program PL-480 Title III, FY 1980 - 1982, dated February 1980; and Dakar 09347. Subject: Request for One-Year Extension of PL-480 Title III Program, Senegal, dated 4 May 1983.

The Title III Program will provide Senegal with 28,000,000 over a four-year period (FY 1980 - 1983). End quote.

Item III Program Description:

Delete first paragraph and table and replace with the following: Quote. A. The GOS agrees that local currencies generated by the sale of the Title III commodities will be used to cover local costs of specifically agreed upon new development projects which otherwise would not have been funded. The projects were identified, analysed and selected by the GOS and USG on the basis of their expected impact on developing traditional agricultural sectors in Senegal. The attached detailed project descriptions provide additional information and are an integral part of this agreement.

Table B.1 - SUMMARY BUDGET LEVELS

	ON-GOING	EXTENSION (Dol-350FCFA) (914,000)	TOTAL
- AGRICULTURAL POLICY STUDIES			
A. Princeton Agricultural Policy Study	464,000	57 000	521,000
B. ISRA-Agricultural Research and planning	670,000	857,000	1,527,000
C. ISRA Decentralization of Research	4,315,000		4,315,000
- RURAL TECHNICAL SCHOOLS		(486,000)	
A. ENCR	367,000		367,000
B. ENEA	2,200,000	486,000	2,686,000
- COOPERATIVE STORAGE	4,980,000		4,980,000

- NATURAL RESOURCE BASE		(4,544,000)	
A. Environmental Rehabilitation Study		229,000	229,000
B. Land Regeneration Fund		314,000	314,000
C. Hydrogeological Study		1,086,000	1,086,000
D. Diourbel Village Reforestation Project		114,000	114,000
E. Village Woodlot Development		969,000	969,000
F. Niayes Reforestation and Dune Stabilization	6,000,000	714,000	6,714,000
G. Bandia Forest Maintenance - Research		329,000	329,000
H. Energy-Efficient Cookstoves		360,000	360,000
I. Charcoal Production Training		429,000	429,000
- RURAL DEVELOPMENT FUND		(778,000)	
A. Millet Transformation	582,000	200,000	782,000
B. OFADEC	810,000		810,000
C. CARITAS Senegal	62,000		62,000
D. Cooperative Training	200,000		200,000
E. SODEVA Seed Storage		209,000	209,000
F. Development Project linked to Maternal Health Centers		369,000	369,000
- PROGRAM MANAGEMENT	350,000	229,000	579,000
- CONTINGENCY		49,000	49,000
TOTAL	21,000,000	7,000,000	28,000,000

End quote.

After Item 3.A Paragraph 6, add new paragraphs as follows. Quote.[1]

[1] Not printed.

The Senegalese Minister of Finance and Economic Affairs to the American Ambassador

M. 31.3.84

REPUBLIQUE DU SENEGAL
UN PEUPLE - UN BUT - UNE FOI

MINISTERE DE L'ECONOMIE ET DES FINANCES

DIRECTION GENERALE DES FINANCES

DIRECTION DE LA DETTE ET DES INVESTISSEMENTS

№ 01771 MEF/DGF/DDI

Dakar, le 3 AVR. 1984 19 . .

Le Ministre

à Monsieur l'Ambassadeur des Etats-Unis d'Amérique au Sénégal

DAKAR

REFERENCE : *AID/FFP/84-021*

O B J E T : *Amendement N° 4 - Accord PL 480 Titre III.-*

Monsieur l'Ambassadeur,

Par lettre en référence, vous avez bien voulu soumettre au Gouvernement du Sénégal, l'Amendement N° 4 à l'accord PL 480 - Titre III, remplaçant l'annexe B de cette accord par une annexe B révisée.

Je vous confirme l'accord du Gouvernement du Sénégal sur cet amendement discuté entre les parties sénégalaise et américaine.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma considération distinguée.-

Pour le Ministre de l'Economie et des Finances
et par délégation
Le Secrétaire Général
Mousso TOURE

TRANSLATION

3/31/84

Republic of Senegal
Ministry of Finance and Economic Affairs
Department of Finance
Debt and Investments Office

Office of the Minister

No. 01771 MEF/DGF/DDI Dakar, April 3, 1984

The Ambassador of the United States of America
Dakar

Ref: AID/FFP/84-021

Subject: Amendment No. 4 - PL 480 Title III Agreement

Mr. Ambassador:

In the letter referenced above, you submitted to the Government of Senegal Amendment No. 4 to the PL 480 Title III Agreement, replacing Annex B of that Agreement with a revised Annex B.

I hereby confirm to you that the above-mentioned Amendment is acceptable to the Government of Senegal.

Accept, Mr. Ambassador, the assurances of my high consideration.

For the Minister of Finance and
Economic Affairs

[Signature]

Moussa Touré

FRANCE

Atomic Energy: Radioactive Waste Management

Agreement signed at Paris July 26, 1983;
Entered into force July 26, 1983.

AGREEMENT

between

THE UNITED STATES DEPARTMENT OF ENERGY

and

THE FRENCH COMMISSARIAT A L'ENERGIE ATOMIQUE

in the field of

RADIOACTIVE WASTE MANAGEMENT

WHEREAS

The UNITED STATES DEPARTMENT OF ENERGY (DOE) and THE FRENCH COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA), hereinafter referred to as the Parties, have a mutual interest in the safe, effective and economic treatment, handling, isolation, disposal and retrieval of spent radioactive fuel and separated radioactive fuel and separated radioactive waste products;

DOE and CEA believe that a cooperative program of equitable sharing of their respective research and development data, technology and experience in the management of radioactive waste would be of mutual benefit;

DOE and CEA recognize the contribution such research and development in radioactive waste management can make to protecting the environment, while furthering the safe and economic application of nuclear energy;

DOE and CEA act in certain areas related to radioactive waste management through their contractors, subsidiaries or associated industrial firms;

DOE and CEA recognize the need to establish procedures for the protection of proprietary information.

It is the understanding of each Party that certain information is provided in confidence to the other Party, and that the undue dissemination thereof would be prejudicial to the interests of each Party and to prospects for future collaboration between DOE and CEA.

IT IS AGREED AS FOLLOWS

ARTICLE 1 - OBJECTIVES

1.1 The objective of this Agreement shall be to establish the basis for cooperation between the Parties in the field of radioactive waste management of the nuclear fuel cycle.

1.2 As a first step, this Agreement provides for an exchange of general information between the Parties regarding the studies and research, development, demonstration and operational activities carried out by each Party in this field.

1.3 Such exchange of information will be governed by the provisions of Article 6 of this Agreement.

1.4 Cooperation between the Parties shall be on the basis of mutual benefit, equality and reciprocity.

ARTICLE 2 - AREAS OF COOPERATION

2.1 The areas of cooperation in the field of radioactive waste management covered by this Agreement may include:

- Preparation and packaging of radioactive wastes
- Decontamination and decommissioning
- Surface and subsurface storage
- Characterization of geologic formations
- Disposal in geologic formations
- Transportation requirements

Other areas of cooperation may be added by mutual written agreement.

2.2 Information related to the above mentioned areas will be mainly assessed to cope with matters relative to:

- Operational considerations
- Environmental and public safety considerations
- Public acceptance issues

ARTICLE 3 - FORMS OF COOPERATION

3.1 Cooperation under this Agreement may include, but is not limited to, the following forms:

a. Exchange, on a current basis, of scientific and engineering information, and results and methods of research and development.

b. Organization of, and participation in, seminars or other meetings on specific agreed topics in the areas listed in Article 2.

c. Short visits by specialist teams or individuals to the experimental and operational radioactive waste management facilities of the other Party, subject to the prior written agreement of the receiving Party.

3.2 Other forms of cooperation may be employed as outlined below, subject in each case to the execution of a separate agreement between the Parties pursuant to Article 4.

a. Attachment of the staff of one Party, its contractors or subsidiaries to the radioactive waste management facitilites of the other Party, its contractors or subsidiaries for participation in agreed research, development, design,

analysis or other experimental activities, and ongoing operations in the field of radioactive waste management.

b. Exchange of radioactive waste samples, materials and equipment for testing.

c. Joint projects in which the Parties agree to share the work and/or costs.

d. Other specific forms of cooperation.

ARTICLE 4 - IMPLEMENTING AGREEMENTS

4.1 If it is decided that an attachment of staff, an exchange of samples, materials or equipment, or a cooperative project is to be established; or that an exchange of detailed technology and data or of engineering information such as engineering drawings and specifications of full-scale components and of industrial plant is to be undertaken; or that an exchange of operational procedures and experience is to be undertaken under this Agreement as contemplated by Section 3.2; an implementing agreement between the Parties shall be executed.

4.2 Each implementing agreement shall include all detailed provisions for carrying out that activity, and shall cover such matters as technical scope, total costs, cost-sharing between the Parties, project schedule, management of the cooperation, exchange of equipment, and provisions covering exchange of proprietary information, patents, and information disclosure specific to the particular project. Activities under implementing agreements may involve, as appropriate, associated firms or laboratories of the Parties or their contractors or subsidiaries.

ARTICLE 5 - MANAGEMENT

5.1 To supervise the execution of this Agreement, each Party shall name a Principal Coordinator. The Principal Coordinators shall normally meet each year alternately in the United States and in France, or at such other times and places as agreed.

5.2 At their meetings, the Principal Coordinators shall evaluate the status of cooperation under this Agreement. This evaluation may include a review of each Party's radioactive waste management program status and plans, a review of the past year's activities and accomplishments under this Agreement, a review of the activities planned for the coming year within each of the various areas of cooperation listed in Article 2, an assessment of the balances of exchanges under this Agreement within each of the areas of cooperation listed in Article 2, and a consideration of measures required to correct any imbalances. In addition, the Principal Coordinators shall consider and act on any major new proposals for cooperation.

5.3 Day-to-day management of the cooperation under this Agreement shall be carried out by Technical Coordinators designated by the Principal Coordinators. The Technical Coordinators shall agree on specific details of cooperation in the technical areas listed in Article 2, within policy guidelines established by the Principal Coordinators. Each Technical Coordinator shall be responsible for working contacts between the Parties in his respective area of cooperation.

5.4 Implementing agreements executed pursuant to Article 4 for the performance of cooperative activities shall include appropriate provisions for the management of such activities.

ARTICLE 6 - INFORMATION

6.1 The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information exchanged hereunder.

6.2 Information exchanged under this Agreement may be in either French or English.

6.3 Although this Agreement does not commit either of the Parties to transmit to the other Party any information considered to be proprietary, the Parties recognize that transmission of such proprietary information might prove useful to their collaboration, in which case the provisions of Sections 6.4 through 6.6 of this Agreement shall apply.

6.4 Definitions as used in this Article:

6.4.1 The term "information" means scientific or engineering data, results or methods of research and development, operational expertise, and any other information intended to be provided or exchanged under this Agreement.

6.4.2 For the purposes of this Agreement, "Proprietary Information" ("Informations Privilégiées" in French) shall mean information of a confidential nature such as trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

a) has been held in confidence by its owner;

b) is of a type which is customarily held in confidence by its owner;

c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

6.5 Procedures

6.5.1 A Party receiving Proprietary Information, as defined in Section 6.4.2, pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains Proprietary Information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains Proprietary Information furnished in confidence under an Agreement dated _____ between the UNITED STATES DEPARTMENT OF ENERGY and the FRENCH COMMISSARIAT A L'ENERGIE ATOMIQUE and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the Governments of the U.S. and France without prior approval of _____."

"This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

6.5.2 Proprietary Information, as defined in Section 6.4.2, received in confidence under this Agreement may be disseminated by the receiving Party to:

a) persons within or employed by the receiving Party, and other concerned Government departments and Government agencies in the country of the receiving Party; and

b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the Proprietary Information;

provided, that any such Proprietary Information shall be disseminated on a need-to-know basis pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in Section 6.5.1 above.

6.5.3 With the prior written consent of the Party providing Proprietary Information under this Agreement, the receiving Party may disseminate such Proprietary Information more widely than otherwise permitted in

cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its national policies, regulations and laws.

6.6 Each Party shall exercise its best efforts to ensure that Proprietary Information received by it under this Agreement shall be controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

6.7 Information arising from seminars and other meetings arranged under this Agreement shall be treated by the Parties according to the principles specified in this Article; provided, however, no Proprietary Information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

6.8 Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party other than pursuant to this Agreement.

ARTICLE 7 - DISCLAIMER

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE 8 - LIABILITIES

8.1 The Parties shall use all reasonable skill and care in carrying out their duties under this Agreement in accordance with the laws and regulations of their respective countries.

8.2 Compensation for damages incurred during the course of and under this Agreement shall be in accordance with the applicable laws of the respective country of the Party concerned, except as provided in Article 8.3.

8.3 The sending Party shall not be liable for damages of any nature, either direct or indirect, to property or personnel of the receiving Party or to any third Party resulting from the use by the receiving Party of information provided under this Agreement.

ARTICLE 9 - LEGAL PROVISIONS

Each Party's activities under this Agreement shall be in accordance with its national laws and regulations. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 10 - FINANCIAL OBLIGATIONS

Except when otherwise specifically agreed in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. It is understood that the responsibilities of each Party to carry out its obligations under this Agreement are subject to the availability of appropriated funds.

ARTICLE 11 - DURATION, AMENDMENT AND TERMINATION

11.1 This Agreement shall enter into force upon signature and, subject to Sections 11.2, 11.3, and 11.4, shall continue for a five (5) year period.

11.2 This Agreement may be amended or extended by mutual written agreement of the Parties.

11.3 This Agreement may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.

11.4 All joint efforts and experiments not completed at the expiration or termination of this Agreement may be continued until their completion under the terms of this Agreement.

Done in duplicate, in the English and French languages, each equally authentic, this 26 th day of July, 1983.

FOR THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

John P Bright
Scientific Counselor
US Embassy

FOR THE COMMISSARIAT A L'ENERGIE ATOMIQUE OF FRANCE

JEAN LEFEVRE
Directeur chargé des Effluents et Déchets Radioactifs.

ACCORD ENTRE

LE DEPARTMENT OF ENERGY DES ETATS-UNIS

ET

LE COMMISSARIAT A L'ENERGIE ATOMIQUE FRANCAIS

DANS

LE DOMAINE DE LA GESTION DES DECHETS RADIOACTIFS

ATTENDU que le Department of Energy des Etats-Unis (DOE) et le Commissariat à l'Energie atomique français (CEA), ci-après désignés par les Parties, ont un intérêt réciproque à ce que les combustibles radioactifs irradiés et les autres déchets radioactifs soient traités, manipulés, isolés, stockés et repris de manière sûre, efficace et économique.

ATTENDU que le DOE et le CEA estiment qu'un programme de coopération en vue d'un partage équitable de leurs données de recherche et développement, de leur technique et de leur expérience en matière de gestion des déchets radioactifs serait à leur avantage mutuel.

ATTENDU que le DOE et le CEA sont conscients de la contribution que de telles études de recherches et développement sur la gestion des déchets radioactifs peuvent apporter à la protection de l'environnement, tout en favorisant l'utilisation sûre et économique de l'énergie nucléaire.

ATTENDU qu'en ce qui concerne certains aspects de la gestion des déchets radioactifs, le DOE et le CEA agissent par l'intermédiaire de leur contractants, de leurs filiales ou des firmes industrielles qui leur sont associées.

ATTENDU que le DOE et le CEA reconnaissent le besoin d'établir des procédures de protection des informations privilégiées,

ATTENDU que les Parties reconnaissent être averties que certaines informations sont fournies confidentiellement à l'autre Partie et que leur dissémination injustifiée serait préjudiciable aux intérêts de chaque Partie et aux perspectives de collaboration future entre le DOE et le CEA.

IL EST CONVENU CE QUI SUIT :

ARTICLE 1 - OBJET

1.1 L'objet du présent Accord est d'établir les bases d'une coopération entre les Parties dans le domaine de la gestion des déchets radioactifs dans le cadre du cycle du combustible nucléaire.

1.2 Comme première étape, le présent Accord prévoit un échange entre les Parties d'informations générales concernant les études et les activités de recherche, de développement, de démonstration et d'exploitation poursuivies par chaque Partie dans le domaine.

1.3 Cet échange d'informations sera régi par les dispositions de l'article 6 du présent Accord.

1.4 La coopération entre les Parties se fera sur la base de l'avantage mutuel, de l'égalité et de la réciprocité.

ARTICLE 2 - SECTEURS DE COOPERATION

2.1 Les secteurs de coopération dans le domaine de la gestion des déchets radioactifs couvert par le présent Accord pourront comprendre :

- la préparation et le conditionnement des déchets radioactifs,
- la décontamination et le déclassement,
- les stockages en surface et en sous-sol,
- la caractérisation des formations géologiques,
- le stockage dans des formations géologiques,
- les conditions requises pour le transport.

D'autres secteurs de coopération pourront être ajoutés par accord mutuel écrit.

2.2 Les informations relevant des sujets mentionnés ci-dessus seront principalement évaluées pour faire face aux préoccupations relatives :

- à l'exploitation,

- à la sécurité publique et à l'environnement,

- à l'acceptation par le public.

ARTICLE 3 - FORMES DE LA COOPERATION

3.1 La coopération dans le cadre du présent Accord pourra prendre les formes suivantes, sans que cette énumération soit limitative :

a - échange courant d'informations scientifiques et d'ingénierie, ainsi que de résultats et de méthodes de recherche et développement,

b - organisation et participation à des séminaires ou autres réunions sur des sujets spécifiques convenus pris parmi les secteurs dont la liste figure à l'Article 2,

c - courtes visites de spécialistes, seuls ou en équipes, dans les installations de gestion de déchets radioactifs expérimentales ou opérationnelles de l'autre Partie, sous réserve de l'accord préalable écrit de la Partie qui les reçoit.

3.2 D'autres formes de coopération pourront être utilisées comme indiqué ci-dessous, à condition que dans chaque cas un accord séparé soit conclu entre les Parties conformément à l'article 4.

a - Détachement de personnel d'une Partie, de ses contractants ou de ses filiales dans les installations de gestion des déchets radioactifs de l'autre Partie, de ses contractants ou de ses filiales pour participer à des activités convenues de recherche, développement, conception, analyse et autres expérimentations, ainsi qu'au déroulement des opérations d'exploitation, dans le domaine de la gestion des déchets radioactifs.

b - Echange pour essais d'équipements ainsi que d'échantillons et de matière radioactifs.

c - Projets communs pour lesquels les Parties conviennent de partager le travail et/ou les dépenses.

d - Autres formes spécifiques de coopération.

ARTICLE 4 - ACCORDS D'EXECUTION

4.1 S'il est décidé d'établir dans le cadre du présent Accord, comme prévu au paragraphe 3.2, un détachement de personnel, un échange d'échantillons, de matière ou d'équipements, ou de poursuivre un projet en coopération, ou d'entreprendre un échange de technologie et de données détaillées, ou d'informations d'ingénierie telles que des dessins d'ingénierie et des spécifications de composants à l'échelle un, ou d'installations industrielles, ou d'entreprendre un échange de procédures et expériences d'exploitation, un accord d'exécution sera conclu entre les Parties.

4.2 Chaque accord d'exécution comprendra les clauses détaillées permettant d'effectuer l'activité concernée et réglera les questions spécifiques à l'affaire en cause, telles que le domaine technique, les dépenses totales, le partage des dépenses entre les Parties, le calendrier du projet, la gestion de la coopération, l'échange d'équipements, ainsi que les dispositions couvrant l'échange d'informations privilégiées, les brevets et la divulgation de connaissances spécifiques à un projet particulier. Les activités exercées dans le cadre des accords d'exécution pourront concerner, en tant que de besoin, les firmes ou laboratoires liés aux Parties, ainsi que leurs contractants et filiales.

ARTICLE 5 - GESTION

5.1 Chaque Partie nommera un Coordonateur Principal qui supervisera l'exécution du présent Accord. Les Coordonnateurs Principaux se rencontreront normalement chaque année alternativement aux Etats-Unis et en France, ou à tous autres moments et lieux convenus.

5.2 Au cours de leurs réunions, les Coordonnateurs Principaux évalueront le déroulement de la coopération dans le cadre du présent Accord. Cette évaluation pourra comprendre un examen des programmes actuels et futurs de chaque Partie en matière de gestion des déchets radioactifs, un examen des activités et réalisations faites au cours de l'année passée dans le cadre du présent Accord, un examen des activités prévues pour l'année à venir dans chacun des secteurs de coopération visés à l'article 2, une évaluation de l'équilibre des échanges dans le cadre du présent Accord dans chacun des secteurs susvisés et une appréciation des mesures requises pour corriger tout déséquilibre. En outre, les Coordonnateurs Principaux étudieront et interviendront sur toute nouvelle proposition significative de cooperation.

5.3 La gestion quotidienne de la coopération dans le cadre du présent Accord sera assurée par des Coordonnateurs Techniques nommés par les Coordonnateurs Principaux. Les Coordonnateurs Techniques se mettront d'accord sur les sujets détaillés de coopération compris dans les secteurs techniques visés à l'article 2, dans le cadre des directives politiques établies par les Coordonnateurs Principaux. Chaque Coordonnateur Technique sera chargé des contacts de travail entre les Parties en ce qui concerne son propre secteur de coopération.

5.4 Les accords d'exécution conclus conformément à l'article 4 pour l'exécution d'activités coopératives comprendront des clauses appropriées pour la conduite desdites activités.

ARTICLE 6 - INFORMATIONS

6.1 Les Parties se déclarent en faveur de la divulgation la plus étendue possible des informations fournies ou échangées dans le cadre du présent Accord, à condition de protéger les informations privilégiées échangées.

6.2 Les informations échangées dans le cadre du présent Accord peuvent être en français ou en anglais.

6.3 Bien que le présent Accord n'engage pas l'une des Parties à transmettre à l'autre Partie des informations considérées comme privilégiées, les Parties reconnaissent que la transmission de telles informations privilégiées peuvent s'avérer utiles à leur collaboration ; dans ce cas les dispositions des paragraphes 6.4 à 6.6 du présent Accord s'appliqueront.

6.4 Définitions utilisées dans le présent Article :

6.4.1 Le terme "informations" signifie les données scientifiques ou les données d'ingénierie, les résultats ou méthodes de recherches et développements, les connaissances d'exploitation, et toutes autres informations destinées à être fournies ou échangées dans le cadre du présent Accord.

6.4.2 Pour les besoins du présent Accord, l'expression "Informations Privilégiées" (en anglais "Proprietary Information") signifiera les informations de nature confidentielle, telles que les secrets de fabrique, les renseignements financiers ou commerciaux qui sont privilégiés ou confidentiels et qui ne peuvent concerner que des informations qui :

a) sont gardées confidentielles par leur propriétaire,

b) sont d'un type habituellement tenu confidentiel par leur propriétaire,

c) ne sont pas transmises par la Partie qui les envoie à d'autres organismes (y compris la Partie qui les reçoit) sans une clause de secret ; et

d) ne parviennent pas par ailleurs à la disposition de la Partie réceptrice par une autre voie, sans restriction à leur dissémination ultérieure.

6.5 Procédures.

6.5.1 Une Partie qui reçoit dans le cadre du présent Accord des Informations Privilégiées, telles que définies au paragraphe 6.4.2, devra en respecter la nature confidentielle. Tout document qui contient des Informations Privilégiées portera la formule restrictive suivante (ou une formule similaire) :

"Ce document contient des Informations Privilégiées fournies confidentiellement dans le cadre d'un Accord en date du ... entre le Ministère de l'Energie des Etats-Unis et le Commissariat à l'Energie Atomique français et ne doit pas être divulgué hors de ces organismes, de leurs contractants, de leurs licenciés et des départements et agences du gouvernement des Etats-Unis et de France sans l'accord préalable de ---------- .

"La présente notice sera apposée sur toute reproduction totale ou partielle du document. Ces limitations prendront fin automatiquement quand les informations seront divulguées par le propriétaire sans restriction".

6.5.2 Les Informations Privilégiées, telles que définies au § 6.4.2, reçues confidentiellement dans le cadre du présent Accord, peuvent être divulguées par la Partie qui les reçoit :

a) aux employés de la Partie réceptrice ou aux personnes sous contrat avec celle-ci, et aux autres départements ou agences du gouvernement du pays de la Partie réceptrice, et

b) aux contractants et sous-contractants de la Partie réceptrice situés sur le territoire national de celle-ci, qui ne pourront les utiliser que dans le cadre de leur (s) contrat (s) avec la Partie réceptrice pour des activités en rapport avec l'objet de ces Informations Privilégiées,

pourvu que ces Informations Privilégiées soient

divulguées en tant que de besoin dans le cadre d'un accord de secret et qu'elles portent une notice restrictive similaire à celle mentionnée au § 6.5.1 ci-dessus.

6.5.3 Sous réserve de l'accord écrit de la Partie qui fournit les Informations Privilégiées dans le cadre du présent Accord, la Partie réceptrice peut les divulguer plus largement qu'il est autorisé au § 6.5.2. Les Parties se concerteront pour mettre au point les procédures de demande et d'obtention de l'accord préalable et écrit permettant une plus large diffusion et chacune des Parties donnera son consentement dans la limite de la politique, de la réglementation et des lois de son pays.

6.6 Chaque Partie fera son possible pour que les Informations Privilégiées qu'elle reçoit dans le cadre du présent Accord soient traitées conformément aux règles du présent Accord. Si l'une des Parties s'aperçoit qu'elle sera, ou qu'elle peut raisonnablement s'attendre à être, dans l'incapacité de respecter les règles de non-disséminaiton du présent Article, elle devra en informer immédiatement l'autre Partie. Les Parties se concerteront pour définir les mesures appropriées à prendre.

6.7 Les informations provenant des séminaires et autres rencontres organisés dans le cadre du présent Accord devront être traitées par les Parties conformément aux principes énoncés dans le présent Article, étant cependant entendu que les Informations Privilégiées communiquées verbalement ne seront soumises aux règles de diffusion restreinte prévues au présent Accord que si la personne qui les communique notifie au destinataire la nature privilégiée des informations transmises.

6.8 Aucune des dispositions du présent Accord n'empêchera l'usage ou la diffusion d'informations reçues par une Partie en dehors du présent Accord.

ARTICLE 7 - EXONERATION DE RESPONSABILITE

Les informations transmises par une Partie à l'autre dans le cadre du présent Accord seront exactes selon tout ce que sait et croit la Partie qui les transmet, mais celle-ci ne garantit pas que les informations transmises conviennent à telle utilisation ou à telle application particulières par la Partie qui les reçoit ou par un tiers.

TIAS 10753

ARTICLE 8 - RESPONSABILITES

8.1 Les Parties rempliront leurs obligations dans le cadre du présent Accord avec toute la diligence et le soin nécessaires conformément aux lois et à la réglementation de leur pays respectif.

8.2 L'indemnisation des dommages subis dans le cadre du présent Accord seront conformes aux lois applicables du pays de la Partie concernée, sous réserve des dispositions au § 8.3.

8.3 La Partie qui envoie les informations ne sera pas responsable des dommages de toute nature, directs ou indirects, occasionnés aux biens ou au personnel de la Partie réceptrice ou à tout tiers, qui résulteraient de l'utilisation par la Partie qui les reçoit des informations fournies dans le cadre du présent Accord.

ARTICLE 9 - LOIS APPLICABLES

Les activités de chacune des Parties dans le cadre du présent Accord seront en conformité avec les lois et les réglements de son pays. Toutes les questions ayant trait au présent Accord survenant pendant sa durée seront réglées par accord mutuel des Parties.

ARTICLE 10 - OBLIGATIONS FINANCIERES

Sauf convention contraire par écrit, toutes les dépenses découlant de la coopération dans le cadre du présent Accord seront supportées par la Partie qui les aura exposées. Il est entendu que l'engagement de chaque Partie de remplir ses obligations dans le cadre du présent Accord est subordonné à la mise à disposition des crédits appropriés.

ARTICLE 11 - DUREE, AVENANT ET RESILIATION

11.1 Le présent Accord entrera en vigueur dès sa signature et, sous réserve des § 11.2, 11.3 et 11.4, demeurera en vigueur pendant cinq (5) ans.

11.2 Le présent Accord pourra être modifié ou prorogé par accord mutuel écrit des Parties.

11.3 Le présent Accord pourra être résilié à tout moment à la discrétion de l'une des Parties, moyennant un préavis de six (6) mois notifié par écrit par la Partie qui désire résilier l'Accord. Cette résiliation se fera sans préjudice des droits acquis à la date de la résiliation par l'une ou l'autre des Parties dans le cadre du présent Accord.

11.4 Tous les travaux et essais communs non encore achevés à l'expiration ou à la résiliation du présent Accord pourront être continués jusqu'à leur achèvement conformément aux dispositions du présent Accord.

Fait le 26 juillet 1983

en double exemplaire, en anglais et en français, chaque texte faisant également foi.

Pour le Department of Energy des Etats-Unis d'Amérique :

John P Boright

John P Boright
Science Counselor
US Embassy

Pour le Commissariat à l'Energie Atomique de France :

JEAN LEFEVRE
Directeur chargé des Effluents et Déchets Radioactifs.

BELGIUM

Scientific Cooperation: Balloon Launching and Associated Services

Memorandum of understanding signed at Washington June 8 and 15, 1983;
Entered into force June 15, 1983.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND THE

BELGIUM MINISTRY OF NATIONAL EDUCATION

CONCERNING THE FURNISHING OF
BALLOON LAUNCHING AND ASSOCIATED SERVICES

The National Aeronautics and Space Administration (NASA) and the Belgium Ministry for National Education (MNE) set forth in this Memorandum of Understanding their general understandings: (1) as to the conditions under which NASA will furnish balloon launching and associated services for scientific investigators from Belgium on a reimbursable basis, and (2) as to the responsibilities of NASA and MNE in connection with such launchings. At appropriate times in the future, separate launch services arrangements will be entered into by NASA and MNE, which shall express the specific terms and conditions under which NASA will furnish launching and associated services for individual launchings requested by MNE and which shall be in accord with the general understandings set forth in this Memorandum.

Article 1 - NASA Responsibilities

A. NASA will use its best efforts to carry out the following responsibilities:

1. To the maximum extent feasible, schedule the launching within the general time period requested by MNE.

2. Provide through the University Corporation for Atmospheric Research (UCAR), or a successor facilities contractor, necessary facilities and services for operations including preparation for launch, tracking, recovery, and data retrieval; administration; and engineering support as mutually agreed.

3. Conduct launch operations, including range safety, Federal Aviation Administration and International Civil Aviation Organization coordination, launch vehicles, ancillary equipment and launch crews.

4. Furnish technical consultation or additional services in support of specific or general MNE launch requirements as may be mutually agreed.

B. Where NASA deems it appropriate, these responsiblities will be carried out by UCAR or a successor facilities contractor. Reference herein to UCAR means UCAR or a successor contractor.

Article 2 - MNE Responsibilities

A. MNE will use its best efforts to carry out the following responsibilities:

1. Design, develop and test the payload(s) to be launched under this agreement.

2. Furnish information to NASA on its requirements for a particular launching or series of launchings, at least six months prior to the requested launch date. Such information will include details as to the scientific objectives, payload description, approximate launching dates, flight operations requirements and any other information requested by NASA for planning purposes.

3. Provide a flight-ready payload at the launching range, in accordance with time schedules agreed upon under the launch services arrangement.

B. MNE may designate a University or other appropriate institute in Belgium to carry out these responsibilities. Such designation shall be made by MNE in writing as an endorsement to accompany any application for balloon flights under this Memorandum of Understanding.

Article 3 - Launch Site

A. Launchings will normally be conducted from the National Scientific Balloon Facility (NSBF) in Palestine, Texas.

B. In the case of requests for launch services from a site other than NSBF, the request should demonstrate that there is a compelling scientific reason for the flight to be launched at a remote site.

Article 4 - Financial Principles

A. Based upon the information provided by MNE pursuant to Article 2, paragraph A.2., NASA will provide an estimate of the reimbursable charges for the requested balloon launching and associated services.

B. It is understood that in the case of flights originating outside of NSBF, reimbursement will be required for the cost of transporting personnel and equipment, equipment rentals, per diem, overtime, and other out-of-pocket expenses that would not be incurred for launchings from NSBF. When more than one flight is involved at a remote location these costs will be prorated among all investigators on a per-flight basis.

C. MNE agrees to deposit at least one month prior to the requested date of the balloon flight, U.S. dollar funds in the amount of the estimated reimbursable charges in an account at NASA established for that purpose. A late payment penalty of one and one-half (1 1/2) per cent per month or portion thereof will be assessed and added to the amount of any payment not received by NASA by that date.

D. In the event the final cost of the services provided in accordance with this agreement exceeds the funds provided, MNE agrees to provide additional funds as required to meet all obligations which it has incurred within sixty days of notification of the final cost. If on termination of a balloon flight project undertaken pursuant to this agreement there is an unused balance in the account, MNE will provide to NASA instruction for the disposition of such funds.

E. It is understood that the ability of NASA and MNE to carry out their obligations is subject to their respective funding procedures.

Article 5 - Liability

A. NASA and MNE agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this agreement, neither NASA nor MNE, shall make any claim with respect to injury or death of its own or its contractors' or its subcontractors' or other users' employees or damage to its own or its contractors' or its subcontractors' or other users' property caused by activities arising out of or connected with this project, whether such injury, death or damage arises through negligence or otherwise.

B. With regard to third party liability, the following will apply:

1. UCAR has a policy for balloon operations conducted or supervised by UCAR personnel, under which UCAR, the Government of the United States and the user-institution are insured - to the extent of the policy coverage - for legal liability arising from third-party claims. Types of coverage and limits of coverage are as follows:

   a. For claims involving balloon operations, the amount of coverage is $100,000,000 excluding damage due to radioactive sources (if any) carried in the balloon payload.

   b. For claims involving UCAR-operated tracking aircraft, the amount of coverage is at least $50,000,000.

2. UCAR and the Government of the United States are insured - to the extent of the policy coverage - for legal liability arising out of claims involving UCAR-operated vehicles and general liability hazards. The limits of coverage are $500,000 bodily injury and $300,000 property damage. In addition to these limits, UCAR maintains an umbrella policy which provides $10,000,000 of additional coverage for such claims.

3. UCAR will maintain these policies with respect to all flights conducted or supervised by it pursuant to this Memorandum of Understanding, provided that if any of these policies are cancelled, terminated or otherwise expire, no flights will be undertaken under this Memorandum of Understanding until such time as said policy has been renewed or until substantially similar insurance in like amounts has been obtained.

4. Provided the procedures of paragraph 5, below, have been followed, the MNE agrees to hold UCAR and its employees and agents and the Government of the United States and its employees and agents, harmless and to indemnify them for amounts paid by them as a result of judgments rendered against them or settlements made by them with respect to third-party claims for damage to or loss of property (other than the balloon or scientific payload) or death or injury to persons arising out of activities under this Memorandum of Understanding.

However, no idemnification will be required for such amounts that are paid or payable to UCAR or the Government of the United States under the insurance cited in paragraph 1, above, or such other insurance as may be applicable.

5. In the event any claim, demand, or legal action is brought against UCAR or its employees or agents, or the Government of the United States or its employees or agents, for damages to or loss of property (other than the balloon or scientific payload) or for death or injury to persons arising out of activities under this Memorandum of Understanding, the MNE will be promptly notified. If the amount claimed exceeds or might exceed the coverage of the policies cited above, or if the claim might not be within the coverage of the policies cited above, or if the claim might not be within the coverage of any of said policies, (i) no settlements in excess of the insurance coverage or which would not be covered by any of said insurance policies will be made without the concurrence of MNE, and (ii) MNE, to the extent practical, will be allowed to participate in the defense of any legal actions.

Article 6 - Patent and Data Rights

A. NASA will not acquire, as a result of the launch and associated services provided under this Agreement, any rights to the MNE's or its scientific investigators' inventions or patents which may be used in or result from the payload, or any rights to their proprietary data. NASA considers any data derived from the payload (including data reduction and analysis) by NASA in carrying out the launch and associated services to be the property of the MNE and/or its scientific investigators, and in order to protect any intellectual property rights therein, NASA will deliver said data to the MNE or its representative, as promptly as possible following its receipt (and processing if necessary) by NASA.

B. Notwithstanding the provisions of A. above, it is to be understood that the information to be furnished to NASA under paragraph A 2. of Article 2 in order to facilitate the launching and associated services is to be provided without use and disclosure restrictions.

Article 7 - Public Information

NASA and MNE may release information covering their own portions of the project. If the participation of the other is involved, the parties shall consult prior to release of information. Disclosure or witholding of information by NASA is subject to domestic law.

Article 8 - Amendments

Amendments to this Memorandum of Understanding shall be by written agreement.

Article 9 - Entry into Force and Termination

This agreement shall enter into force on the date of signature thereof and shall remain in force until terminated by either party. This Memorandum of Understanding may be terminated by either party upon the furnishing of thirty (30) days advance written notice to the other party.

Upon termination, MNE agrees to pay all costs incurred up to the point of termination and if termination is by MNE, the costs resulting from the termination.

[1]
For the U.S. National Aeronautics and Space Administration

June 15, 1983
Date

at

Washington D.C.

[2]
For the Belgium Ministry of National Education
Ambassador of Belgium

June 8, 1983
Date

at

Washington, D.C.

6527B

[1] Kenneth S. Pedersen.
[2] J.R. Schoumaker.

ICELAND

Pollution: Petroleum Spill Clean-Up Equipment

Agreement signed at Reykjavik July 14, 1983;
Entered into force July 14, 1983

PETROLEUM SPILL CLEAN-UP EQUIPMENT LOAN AGREEMENT

WHEREAS, the United States Government and the Government of Iceland are both concerned about minimizing the adverse environmental impact of petroleum spills in Iceland's harbors;

WHEREAS, the Iceland Defense Force, an agency of the United States Government, is regularly involved in ship to shore to ship transfer of petroleum products at Hvalfjörður and Keflavík;

WHEREAS, such transfers of petroleum involve a risk of spillage;

WHEREAS, the Iceland Defense Force has equipment for clean-up of petroleum spills which it desires to employ in full cooperation with the Government of Iceland for the optimum benefit of the environment:

NOW THEREFORE WITNESS, that for and in consideration of the mutual promise herein expressed, the Iceland Defense Force on Behalf of the United States Government and the Government of Iceland agree that:

1. The Iceland Defense Force herewith loans to the Government of Iceland, for its use, a DIP1002 Medium Oil Skimmer and transport trailer on the following terms:

A. The Government of Iceland will, at its own expense, keep the skimmer in Reykjavík and maintain said skimmer and trailer in good operating condition;

B. The Government of Iceland may use the skimmer as it desires, however, in the event a petroleum spill occurs during a petroleum transfer in which the Iceland Defense Force is involved, the Government of Iceland will employ the skimmer and personnel to operate it, on an urgent highest priority basis, to clean-up any spill;

C. The purpose of this arrangement is to allow the Government of Iceland the use and benefit of the skimmer under normal circumstances, while

assuring that the skimmer and trained operators will be available when needed to clean-up petroleum spills at Defense Force facilities; accordingly the Government of Iceland agrees at its own expense to allow the skimmer and the personnel who operate it to participate once each year with Defense Force personnel in a simulated petroleum spill clean-up at Keflavík;

D. The Government of Iceland agrees to indemnify the United States Government and hold it harmless from all claims for loss, damage or injury arising out of the possession, use and operation of the said skimmer by the Government of Iceland.

2. This agreement may be terminated by either party upon giving 60 days' notice to the other party through the Iceland-United States Defense Council. If not sooner terminated, the agreement will expire three years from the date hereof.

Signed this 14 day of July 1983.

Eric A. McVadon
ERIC A. MCVADON
CAPT, U.S. NAVY
UNITED STATES CHAIRMAN
ICELAND-UNITED STATES DEFENSE COUNCIL

Helgi Ágústsson
HELGI ÁGÚSTSSON
MINISTER-COUNSELLOR
ICELANDIC CHAIRMAN
ICELAND-UNITED STATES DEFENSE COUNCIL

BRAZIL

Narcotic Drugs: Control of Illicit Traffic

Agreement effected by exchange of notes
Signed at Brasilia July 19, 1983;
Entered into force July 19, 1983.

The American Chargé d'Affaires ad interim to the Brazilian Minister for External Relations

Brasilia, July 19, 1983.

N. 270

Excellency,

With reference to the recent negotiations between authorities of the Government of the United States of America and of the Government of the Federative Republic of Brazil on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, both Governments having agreed to collaborate in the activities of control of the illicit traffic of drugs, I have the honor to inform Your Excellency that the Government of the United States of America agrees to the following:

ARTICLE I

1. The Contracting Parties agree to continue mutual cooperation to control the illicit traffic of drugs which produce dependence as well as other narcotic substances, especially cocaine, that may originate, or be processed in Brazilian territory, or which may transit it.

2. The cooperation envisaged may, among other forms to be agreed upon by the Parties, consist of supply of equipment and financial contributions to cover costs, as described in the Annex to this Agreement. Such equipment and contributions will be devoted to the repression of drug trafficking.

His Excellency
Ambassador Ramiro Saraiva Guerreiro
Minister for External Relations
Brasília, D.F.

ARTICLE II

The Government of the United States of America designates the Bureau of International Narcotics Matters (INM), of the Department of State, through the Embassy of the United States of America in Brasilia, as the entity responsible for the implementation of this Agreement, and the Brazilian Government designates the Department of Federal Police (DPF) of the Ministry of Justice for the same purpose.

ARTICLE III

1. The INM will provide financing of up to US$ 250,000 (two hundred and fifty thousand dollars) in the United States Government fiscal year 1983, in suport of the cooperation described in Article I, and for the specific equipment and financial contributions to cover costs listed in the Annex to this Agreement.

2. The entities responsible for implementing this Agreement will jointly decide the number, type and composition of aforementioned equipment to be provided under this Agreement.

3. With the exception of fuel, the INM will procure commodities and equipment under this Agreement and will donate them to the DPF, which will certify their receipt and will devote them to the repression of drug trafficking. Fuel will be procured directly by the DPF, and payment will be made by INM in accordance with procedures to be adopted by mutual agreement between the DPF and INM.

4. The final contribution date for goods and services procured under this Agreement will be March 31, 1985. The INM will only make contributions, under the provisions of this Agreement, up to six (6) months after this final date or any final date established subsequently, unless the Parties agree

5. After the final date stipulated in Paragraph 4 above, the Government of the United States will only be required to provide the total or the remaining portion of the funds referred to in Paragraph 1 if funds authorized by the United States Congress for such purpose are available.

ARTICLE IV

The eventual import taxes or customs duties to which the equipment to be provided to the DPF may be subject, as result of the execution of this Agreement, will be under the exclusive responsibility of the DPF, which will take the appropriate measures to resolve any difficulties which might arise.

ARTICLE V

For the purpose of this Agreement, the DPF will:

a) furnish up to US$ 10,000 (ten thousand dollars) to execute the activities listed in the Annex;

b) fund eventual expenses which may be required for the implementation of this Agreement, not previously provided for in it.

ARTICLE VI

The equipment and financial contributions to cover costs furnished by one of the entities referred to in Article II to the other, under the provisions of this Agreement, will be devoted exclusively to the execution of the activities provided for under the Agreement. After its termination, these equipment and contributions will be used in activities which will further the objectives sought in the Agreement.

ARTICLE VII

All activities provided for under this Agreement shall be carried out in accordance with the laws and regulations in force in the United States of America and the Federative Republic of Brazil.

ARTICLE VIII

The INM and the DPF will conduct, at least once each year, a joint evaluation of the activities carried out under this Agreement, and both Parties shall provide the appropriate personnel for this purpose.

ARTICLE IX

It is hereby agreed that the Annex is an integral part of this Agreement.

ARTICLE X

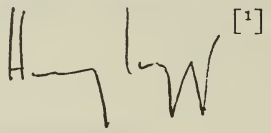
This Agreement may be modified, reviewed or amended by mutual agreement between the Parties. Eventual modifications or revisions will go into effect by exchange of diplomatic notes.

ARTICLE XI

1. This Agreement shall enter into force by this exchange of diplomatic notes and will be in effect from this date until March 31, 1985, unless both Contracting Parties agree to its extension. It may be terminated by written notification by either Government, to be effective 30 (thirty) days after the date of receipt of the respective notification.

2. The termination of this Agreement will imply the termination of all obligations of the two Parties, except for payment of non-cancellable commitments which may have been entered into with third parties.

Accept, Excellency, the assurances of my highest consideration.


[1]

[1] Harry Kopp.

ANNEX

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON COOPERATION IN THE FIELD OF CONTROL OF ILLICIT TRAFFIC OF DRUGS

I - INM CONTRIBUTION:

Four-wheel drive vehicles, comunications and miscellaneous equipement	US $ 150,000.00
Amount to be utilized for operational support and other costs	US $ 100,000.00
TOTAL	US $ 250,000.00

II - DPF CONTRIBUTION:

- Personnel costs

a) Payment of travel and per diem for carrying out operations	US $ 9,500.00
b) Installation of communications equipment	US $ 500.00
T O T A L	US $ 10,000.00

The Brazilian Minister for External Relations to the American Chargé d'Affaires ad interim

MINISTÉRIO DAS RELAÇÕES EXTERIORES

Em 19 de julho de 1983.

DAI/DNU/DCS/ 119 /611.5(B46)(D13)

Senhor Encarregado de Negócios,[1]

Com referência às recentes negociações entre autoridades do Governo da República Federativa do Brasil e do Governo dos Estados Unidos da América, sobre cooperação em matéria de repressão ao tráfico ilícito de drogas que produzem dependência, havendo ambos os Governos concordado em colaborar em atividades de repressão ao tráfico ilícito de drogas, tenho a honra de informar Vossa Senhoria de que o Governo da República Federativa do Brasil concorda com as seguintes disposições:

Ao Senhor Harry Kopp,
Encarregado de Negócios, a.i.,
dos Estados Unidos da América

[1]For the English language text, see U.S. note, pp. 1664-1669.

ARTIGO I

1. As Partes Contratantes decidem continuar a prestar-se cooperação com vistas à repressão do tráfico ilícito de drogas que produzem dependência e outras substâncias estupefacientes, especialmente cocaína, que possam originar-se do território brasileiro, por ele transitar ou nele ser processadas.

2. A cooperação prevista poderá compreender, entre outras formas a serem acordadas pelas Partes, o fornecimento de equipamentos e contribuições financeiras para cobrir custos conforme descrito no Anexo. Esses equipamentos e contribuições serão empregados na repressão do tráfico de drogas.

ARTIGO II

O Governo brasileiro designa como entidade responsável pela implementação do presente Acordo o Departamento de Polícia Federal (DPF), do Ministério da Justiça, e o Governo dos Estados Unidos da América designa, com a mesma finalidade, o Bureau Internacional de Assuntos de Narcóticos (INM), do Departamento de Estado, através da Embaixada dos Estados Unidos da América em Brasília.

ARTIGO III

1. O INM proporcionará o financiamento de até US$ 250,000.00 (duzentos e cinquenta mil dólares), no ano fiscal do Governo dos Estados Unidos da América de 1983, em apoio à cooperação descrita no Artigo I, e para os equipamentos específicos e contribuições para cobrir custos relacionados no Anexo ao presente Acordo.

2. As entidades responsáveis pela implementação do presente Acordo decidirão conjuntamente quanto ao número, tipo e composição dos equipamentos acima mencionados a serem fornecidos no quadro do presente Acordo.

3. Excetuado combustível, o INM providenciará a aquisição de bens e equipamentos nos termos do presente Acordo e fará sua doação ao DPF, o qual certificará seu recebimento e os empregará na repressão ao tráfico de drogas. Combustível será adquirido diretamente pelo DPF e seu pagamento será feito pelo INM, segundo procedimentos a serem adotados de comum acordo entre o DPF e o INM.

4. A data limite de contribuição para bens e serviços adquiridos nos termos deste Acordo será 31 de março de 1985. O INM somente fará contribuições, nos termos do presente Acordo, até seis meses após a data limite indicada ou qualquer data de contribuição final fixada posteriormente, a menos que as Partes acordem de outra maneira.

5. Após a data limite fixada no parágrafo 4 acima, o Governo dos Estados Unidos da América somente se obriga a fornecer o total ou o saldo da verba mencionada no parágrafo 1 em caso de disponibilidade de verbas autorizadas pelo Congresso dos Estados Unidos da América para tal fim.

ARTIGO IV

Os eventuais impostos e direitos alfandegários a que possam estar sujeitos os equipamentos fornecidos ao DPF em virtude da aplicação do presente Acordo serão da exclusiva responsabilidade do DPF, que tomará as devidas providências para resolver quaisquer dificuldades que possam surgir.

ARTIGO V

1. Para os fins do presente Acordo, o DPF se compromete a:

a) financiar, até por um valor total de US$ 10,000.00 (dez mil dólares dos Estados Unidos da América), as atividades descritas no Anexo;

b) arcar com as despesas eventuais que decorram da implementação do presente Acordo, e que não estejam nele previamente especificadas.

ARTIGO VI

Os equipamentos e contribuições financeiras para cobrir custos fornecidos por uma das entidades referidas no Artigo II à outra, nos termos do presente Acordo, serão destinados exclusivamente à execução das atividades nele previstas. Após o término do presente Acordo, os referidos equipamentos e contribuições serão utilizados em atividades que complementem os fins visados no Acordo.

ARTIGO VII

Todas as atividades decorrentes do presente Acordo serão desenvolvidas de conformidade com as leis e regulamentos em vigor na República Federativa do Brasil e nos Estados Unidos da América.

ARTIGO VIII

O DPF e o INM realizarão, pelo menos uma vez por ano, uma avaliação conjunta das atividades decorrentes da aplicação do presente Acordo, para o que fornecerão o pessoal qualificado necessário.

ARTIGO IX

Fica acordado que o Anexo é parte integrante do presente Acordo.

ARTIGO X

O presente Acordo poderá ser modificado, revisto ou ampliado, por comum acordo das Partes. As eventuais modificações ou revisões entrarão em vigor por troca de notas diplomáticas.

ARTIGO XI

1. O presente Acordo entrará em vigor pela presente troca de notas e terá vigência a partir desta data até o dia 31 de março de 1985, a menos que as Partes Contratantes concordem com sua prorrogação. Poderá ser denunciado, a qualquer tempo, por notificação escrita por qualquer dos dois Governos. A denúncia surtirá efeito trinta dias depois da data de recebimento da notificação respectiva.

2. A denúncia do presente Acordo implicará o cancelamento de todas as obrigações de ambas as Partes, exceto quanto ao pagamento de compromissos não canceláveis que tenham sido assumidos com terceiros.

Aproveito a oportunidade para renovar a Vossa Senhoria os protestos da minha mui distinta consideração.

R.S. Guerreiro[1]

[1] R.S. Guerreiro.

ANEXO

AO ACORDO ENTRE O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL E O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA SOBRE COOPERAÇÃO NO CAMPO DO CONTROLE DO TRÁFICO ILÍCITO DE DROGAS

I - CONTRIBUIÇÃO DO INM:

Veículos com tração nas quatro rodas, equipamentos de comunicação e outros	US $	150,000.00
Montante a ser utilizado para apoio operacional e outros custos	US $	100,000.00
T O T A L	US $	250,000.00

II - CONTRIBUIÇÃO DO DPF:

- Custos de pessoal

a) Pagamento de viagens e diárias para executar operações	US $	9,500.00
b) Instalação do equipamento de comunicações	US $	500.00
T O T A L	US $	10,000.00

UNION OF SOVIET SOCIALIST REPUBLICS

Atomic Energy: Scientific and Technical Cooperation for Peaceful Uses

Agreement amending and extending the agreement of June 21, 1973.
Effected by exchange of notes
Dated at Moscow July 5 and August 1, 1983;
Entered into force August 1, 1983;
Effective June 20, 1983.

The American Embassy to the Soviet Ministry of Foreign Affairs

No. MFA/37/83

The Embassy of the United States of America calls the attention of the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics to the agreement between the government of the United States of America and the government of the Union of Soviet Socialist Republics on scientific and technical cooperation in the field of peaceful uses of atomic energy of June 21, 1973. [1]

Noting that the U.S.-U.S.S.R. Agreement on scientific and technical cooperation in the field of peaceful uses of atomic energy expires on June 20, 1983, the United States government, acting pursuant to article 7, paragraph 1, proposes that the agreement be extended until June 20, 1986, with the following modification:

Article 7, paragraph 1 to read as follows:

"This agreement shall remain in force until June 20, 1986. The agreement will be extended for an additional two year period unless one party notifies the other of the termination thereof not less than six months prior to June 20, 1986."

If the foregoing proposal is acceptable to the government of the Union of Soviet Socialist Republics, it is proposed that this note and the Ministry's note in reply shall constitute an agreement between the two governments in this matter, effective on the date of the Ministry's note in reply.

Embassy of the United States of America
Moscow, *USSR, July 5, 1983*

[1] TIAS 7655; 24 UST 1486.

The Soviet Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО
ИНОСТРАННЫХ ДЕЛ СССР

№ 66/осша

Министерство Иностранных Дел Союза Советских Социалистических Республик подтверждает получение ноты Посольства Соединенных Штатов Америки № МФА/37/83 от 5 июля 1983 года следующего содержания.

"Посольство Соединенных Штатов Америки обращает внимание Министерства Иностранных Дел Союза Советских Социалистических Республик на Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о научно-техническом сотрудничестве в области мирного использования атомной энергии от 21 июня 1973 года.

Отмечая, что американо-советское соглашение о научно-техническом сотрудничестве в области мирного использования атомной энергии истекает 20 июня 1983 года, Правительство Соединенных Штатов, действуя в соответствии с параграфом 1 статьи 7, предлагает продлить указанное соглашение до 20 июня 1986 года со следующим изменением:

Параграф 1 статьи 7 читать следующим образом:

"Настоящее Соглашение будет действовать до 20 июня 1986 года. Соглашение будет продлено на следующий двухлетний срок, если одна из сторон не уведомит другую о его прекращении не позднее, чем за шесть месяцев до 20 июня 1986 года."

ПОСОЛЬСТВУ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Москва

Если вышеупомянутое предложение приемлемо для Правительства Союза Советских Социалистических Республик, предлагается, чтобы данная нота и ответная нота Министерства явились соглашением между двумя правительствами по этому вопросу, вступающим в силу со дня, которым будет датирована ответная нота Министерства."

Министерство Иностранных Дел Союза Советских Социалистических Республик сообщает о согласии советской стороны с предложением, содержащимся в упомянутой ноте Посольства Соединенных Штатов Америки и исходит из того, что нота Посольства и настоящий ответ на нее составляют Соглашение между сторонами по этому вопросу.

Москва, I августа I983 года

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS
OF THE USSR

No. 66/usa

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics confirms receipt of note No. MFA/37/83 from the Embassy of the United States of America, dated July 5, 1983, which reads as follows.

[For the English language text, see p. 1678.]

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics communicates the Soviet side's agreement with the proposal contained in the aforementioned note of the Embassy of the United States of America, and proceeds from the premise that the Embassy's note and this reply thereto constitute an Agreement between the sides in this matter.

Moscow, August 1, 1983

[SEAL]

TANZANIA

Agricultural Commodities

Agreement signed at Dar es Salaam July 22, 1983;
Entered into force July 22, 1983.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the United Republic of Tanzania

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the United Republic of Tanzania (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

6. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement

by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement

by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the

central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise speci-

fically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II. PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Dols Million)
Rice	1983	17,000	5.0

Item II. Payment Terms: Convertible Local Currency Credit (CLCC) - Forty (40) Years

A. Initial Payment - None

B. Currency Use Payment - Ten (10) percent

C. Number of Installment Payments - Thirty-one (31)

D. Amount of Each Installment Payment - Approximately equal annual amounts

E. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year

F. Initial Interest Rate - Two (2) percent

G. Continuing Interest Rate - Three (3) percent

Item III. Usual Marketing Table:

Commodity	Import Period	Usual Marketing Requirement (MT)
Rice	1983	None

Item IV. Export Limitations:

A. The Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1983 or any subsequent United States Fiscal Year during which commodity financed under this Agreement is being

imported or utilized.

B. Commodities to which Export Limitations Apply:

For the purposes of Part I, Article III(A), (4) of this Agreement, the commodities which may not be exported are rice in the form of paddy, brown or milled.

Item V. Self-Help Measures

A. The Government of Tanzania agrees to exchange views with the representatives of the United States on the agricultural policies and their impact on development during the bilateral consultations to be held later in the year. In support of the dialogue resources included in sales proceeds may be provided for special analysis and studies.

B. The Government of Tanzania agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

C. The Government of Tanzania agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

1. Village Food Production

Promote agricultural projects in outlying rural areas with special emphasis on helping the Government of Tanzania implement its agricultural policy to include projects in

forestry and fruit tree nurseries, and startup or expansion of rural small scale industry including but not limited to projects such as: ox-cart manufacture and maintenance, beekeeping, fish farming, home canning and preserving, oil seed processing, marketing of agricultural products, as well as agricultural extension activities to increase agricultural production. These projects may include participation of United States Peace Corps Volunteers.

2. Food Distribution

In conjunction with food distribution activities such as the ongoing program using PL-480 Title II[1] commodities, sales generations will be used to support rural and community development projects undertaken by food recipients. Such financing may include but not be limited to: funds for purchase of agricultural inputs and logistic support to development projects such as home gardening, small irrigation projects, school agricultural projects, plus health and nutrition training; all such activities will be designed to improve the physical well-being of rural inhabitants as well as lessening the need for feeding programs.

3. Reduction of Post Harvest Losses

Implement projects to promote better storage of food crops by increasing the quantity and quality of food storage facilities. These projects may also include provision of funds generations to support U.S. Volunteers engaged in grain storage and training for farmers in improved storage

[1] 68 Stat. 457; 7 U.S.C. § 1721 *et seq.*

techniques. Funds may also be used to support U.S. universities engaged in rural storage activities in Tanzania to provide financing for materials and logistic costs of storage demonstration projects. Special allocations from this activity may also be used to support international donor and Government of Tanzania efforts to control the greater grain borer infestation.

4. Increased Oil Seed Production

Funds for this measure will support international donor and Tanzanian Government efforts to expand production of edible vegetable oils. Funds will be used to support especially expansion of coconut production in the National Coconut Development Program and sunflower seed production in selected areas.

5. Access Roads

Execute rural roads projects which will give access to agricultural areas which are designated by the Tanzanian Government as agricultural and livestock production centers and resettlement areas. Among others, this project will specifically include completion of the Mwanga East Circuit Road in the Kilimanjaro Region.

6. Ongoing Self-Help Measures

The Joint Proceeds Committee may also approve allocation of funds from the current agreement in support of specific self-help measures included in the PL-480 Title I agreements for Fiscal Years 1980, 1981, and 1982. Allocations

may also include expenses for financing an administrative unit of Tanzanian Government employees responsible for the monitoring, accounting, and reporting on self-help measures approved by the Joint Proceeds Committee.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

A. The proceeds accruing to the Government of Tanzania from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the Agriculture and Rural Development Sectors, in a manner designed to increase the access of the poor in Tanzania to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Tanzanian people and their capacity to participate in the development of their country.

PART III, FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.
DONE at Dar es Salaam, Tanzania, in duplicate, this day of 22 of July, 1983

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

David C. Miller, Jr.
Ambassador of the United States
of America

FOR THE GOVERNMENT OF THE
UNITED REPUBLIC OF TANZANIA

Fulgence M. Kazaura
Principal Secretary
Ministry of Finance

SOLOMON ISLANDS

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Port Moresby and Honiara June 7 and August 18, 1983;
Entered into force August 18, 1983.

The American Embassy to the Ministry of Foreign Affairs and International Trade of the Solomon Islands

No. 17

The Embassy of the United States of America presents its compliments to the Ministry of Foreign and International Trade of Solomon Islands and has the honor to refer to the provisions of United States law affecting eligibility for U.S. military assistance and training.

The provisions of the International Security Assistance and Arms Export Control Act of 1976[1] established new statutory authority for military education and training. In addition, they prohibit the furnishing of such training unless the recipient country agrees that it will observe certain conditions regarding such training. These conditions are that, without the consent of the United States Government, the recipient country will not permit the use of such services or training by anyone not an officer, employee, or agent of that country; that it would not transfer or permit their transfer by gift, sale or otherwise; that it would not use them or permit their use for purposes other than those for which furnished; that it will maintain their security; that it will permit continuous observation and review by United States Government representatives regarding their use; and that, unless the United States Government consents to other disposition, it will return them to the United States Government when no longer needed.

[1] 90 Stat. 729; 22 U.S.C. § 2151 note.

In order to implement this law and to establish the eligibility of the Government of Solomon Islands for military training thereunder, it is proposed that the Government of Solomon Islands provide the following assurances:

(1) that it will not, without the consent of the United States Government:

A. permit any use of services or training, furnished by the United States Government, by anyone not an officer, employee, or agent of the Government of Solomon Islands;

B. transfer or permit any officer, employee or agent of the Government of Solomon Islands to transfer such services or training by gift, sale, or otherwise; or

C. use or permit the use of such services or training for purposes other than those for which furnished by the United States Government;

(2) that it will maintain the security of such services or training as are furnished by the United States Government; and will provide substantially the same degree of security protection afforded to such services or training by the United States Government;

(3) that it will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such services or training; and

(4) that it will return to the United States Government such services or training materials furnished on a grant basis as are no longer needed for the purposes for which

furnished, unless the United States Government consents to some other disposition.

It is further proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Solomon Islands shall, together with this note, constitute an agreement between the Governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States avails itself of this opportunity to renew to the Ministry of Foreign Affairs and International Trade of Solomon Islands the assurances of its highest consideration.

Embassy of the United States of America,
Port Moresby, June 7, 1983.

The Ministry of Foreign Affairs and International Trade of the Solomon Islands to the American Embassy

974/90/3

Note No. 6/83

The Ministry of Foreign Affairs and International Trade of Solomon Islands presents its compliments to the Embassy of the United States of America in Port Moresby and has the honour to refer to the former's telexed Note of 8 August 1983[1] (paragraph one) concerning the Embassy's Note No.17 dated 7 June 1983 on the matter of U.S. Military Education and Training.

The Ministry is pleased to advise that the terms, as set out in the Embassy's Note, are acceptable to the Government of Solomon Islands.

The Ministry of Foreign Affairs and International Trade of Solomon Islands avails itself of this opportunity to renew to the Embassy of the United States of America in Port Moresby the assurances of its highest consideration.

Ministry of Foreign Affairs
and International Trade
HONIARA

18 August 1983

[1] Not printed.

THAILAND

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Bangkok July 27 and August 8, 1983;
Entered into force August 8, 1983;
Effective January 1, 1983.

The American Ambassador to the Thai Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Bangkok, July 27, 1983.

Excellency:

I have the honor to refer to the Arrangement regarding International Trade in Textiles (hereinafter referred to as the Arrangement), done at Geneva on December 20, 1973, as extended by the protocol adopted on December 22, 1981.[1]

I also have the honor to refer to discussions between representatives of the Royal Thai Government and the Government of the United States of America in Chiang Mai from February 21 to February 25, 1983, and in Washington from May 16 through June 2, 1983 concerning exports of cotton, wool, and man-made fiber textiles and textile products manufactured in Thailand which are exported to the United States of America. As a result of these discussions, we propose on behalf of the Government of the United States of America, under Article 4 of, and in conformity with the Arrangement, the following Agreement

His Excellency

ACM Siddhi Savetsila,

Minister of Foreign Affairs

Bangkok.

[1]TIAS 7840, 10323; 25 UST 1001; 33 UST 4516.

relating to trade in cotton, wool, and man-made fiber textiles and textile products between Thailand and the United States.

1. (A) This Agreement shall enter into force upon exchange of diplomatic notes and the term of this Agreement shall be from January 1, 1983 through December 31, 1987. An "Agreement Year" shall be a 12-month period with the first Agreement Year commencing on January 1, 1983 and ending on December 31, 1983.

(B) This Agreement will supersede the Agreement relating to trade in cotton, wool and man-made fiber textiles which entered into force on January 1, 1978,[1] and its extension effected by exchange of notes dated September 2 and 14, 1982.[2]

2. (A) Textiles and textile products covered by this Agreement shall be classified in two groups as follows:

Group	Definition
I	Yarn, fabric, made-ups and miscellaneous textile products of cotton, wool and man-made fiber (categories 300-320, 400-429, 600-627, 360-369, 464-469 and 665-669).
II	Apparel textile products of cotton, wool and man-made fiber (categories 330-359, 431-459 and 630-659).

(B) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall

[1] Exchange of notes Oct. 4, 1978. TIAS 9215; 30 UST 718.
[2] TIAS 10461; 34 UST 1812.

apply in implementing this Agreement except that:

(I) The pairs of categories below are merged and treated as single categories:

Categories Merged	Designation in Agreement
334, 335	334/335
338, 339	338/339
347, 348	347/348
445, 446	445/446
634, 635	634/635
645, 646	645/646
647, 648	647/648

(II) The following category has a sub-category:

Category	Sub-Category
604	604-sub, TSUSA 310.5049 only

3. Commencing with the first Agreement Year, and during each succeeding Agreement Year, the Royal Thai Government shall limit annual exports from Thailand to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in Thailand to the apparel group limit, category specific limits and sub-limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 5, 6 and 19.

4. (A) In the event that the Government of the United States of America believes that imports from Thailand classified in any category or categories not

covered by specific limits are, due to market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Royal Thai Government with a view to easing or avoiding such market disruption. The Government of the United States of America will provide the Royal Thai Government at the time of the request with the data which in the view of the Government of the United States of America shows:

(1) The existence of market disruption, or the threat thereof, and

(2) The role of exports from Thailand in that disruption.

(B) The Royal Thai Government agrees to consult with the Government of the United States of America within 30 days of receipt of the request for consultations. Both governments agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of such request, unless this period is extended by mutual agreement.

(C) During that 90-day period, the Royal Thai Government agrees to hold its exports to the United States in the category or categories concerned to a level no greater than 35 percent of the amount entered, as reported

in U.S. general import statistics, during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made.

(D) If no mutually satisfactory solution is reached during these consultations, the Government of the United States of America may establish a specific limit for the duration of this agreement in accordance with paragraph 4(E) for shipments in the category or categories concerned exported on and after the date on which the request for consultations was made. This limit will not be less than the amount of imports, as reported in U.S. general import statistics, which were entered during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made, plus 20 percent for cotton and man-made fiber product categories, and 6 percent for wool product categories.

(E) If a specific limit is established under paragraph 4(D) in the course of an agreement year, it will be prorated to correspond to the time period between the date of the request for consultations and the expiration date of the existing Agreement Year. Any flexibility available during this period will be calculated on this prorated limit. Carryover and carryforward will be available as set out in the relevant paragraph of the Agreement. Carryover will not be available in the first

Agreement period following the request for consultations. Swing for non-apparel specific limits established under this paragraph will be available as set out in paragraph 5(B) of this Agreement. New apparel specific limits may be exceeded by 7 percent (swing) for cotton and man-made fiber categories and 5 percent (swing) for wool categories, subject to the apparel group limit. For the second and each succeeding Agreement Year, specific limits established under paragraph 4(D) will be increased by 7 percent annual growth for cotton and man-made fiber products, and by 1 percent for wool products.

5. (A) The apparel group limit and apparel specific limits set out in Annex B, include swing, so that no additional swing is available. Apparel specific limits established under paragraph 4 of this Agreement will have swing as set out in paragraph 4(E).

(B) Any non-apparel specific limit or sub-limit set out in Annex B and any non-apparel specific limit established pursuant to paragraph 4 of this Agreement may be exceeded by no more than 7 percent (swing), except as provided in paragraph 5(C), provided that the amount of the increase is compensated for by an equal square yard equivalent decrease in another specific limit within the same group.

(C) During the first Agreement period categories 313, 314, 315 and/or 320 may be exceeded by 10 percent (swing) provided that the amount of the increase is compensated for by an equal square yard equivalent decrease in categories 313, 314, 315 and/or 320.

(D) The Royal Thai Government will notify the Government of the United States of America of its intention to use any available swing and, when applicable, of the category or categories to be decreased accordingly.

6. (A) In addition to adjustments under paragraph 5, in any Agreement Year, exports may exceed by a maximum of 11 percent, the apparel group limit and any category specific limit or sub-limit (as specified in Annex B) by allocating to such limit for that agreement year an unused portion ("shortfall") of the corresponding limit for the previous Agreement Year ("carryover") or a portion of the corresponding limit for the succeeding Agreement Year ("carryforward"), subject to the following conditions:

(I) Carryover may be used as available up to 11 percent of the receiving Agreement Year's applicable group or specific limit;

(II) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable group or specific limit in any Agreement Year;

(III) Carryforward may be used up to 6 percent of the receiving Agreement Year's applicable group or specific limit. The immediately following Agreement Year's corresponding limit will be adjusted downward by the amount of carryforward used. No carryforward shall be available in the last Agreement Year.

(B) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Thailand to the United States of America during an Agreement Year (plus charges for overshipments made in preceding years) are below any applicable non-apparel specific limit or sub-limit or below any applicable apparel specific limit and the apparel group limit set out in Annex B, as decreased pursuant to paragraph 5 or adjusted downward for overshipments or other mutually agreed upon amendments. In the Agreement Year following the shortfall, such exports from Thailand to the United States of America may be permitted to exceed the applicable group or specific limits, subject to conditions set forth above, by carryover of shortfall in the following manner:

(I) The carryover shall not exceed the amount of shortfall in either the apparel group limit or any applicable specific limit or sub-limit;

(II) In the case of shortfall in a category subject to a specific limit or sub-limit, the shortfall shall be used in the category in which the shortfall occurred.

7. (A) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement:

(B) For the purposes of this Agreement, textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 7 (A) but not in chief value of cotton, wool or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(II) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(III) Man-made fiber textiles if neither of the foregoing applies.

8. Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

9. (A) The Government of the United States of America shall promptly supply the Royal Thai Government with data on monthly imports of cotton, wool and man-made fiber textiles and textile products into the United States of America from Thailand.

(B) The Royal Thai Government shall promptly supply the Government of the United States of America with data on monthly exports of cotton, wool and man-made fiber textiles and textile products from Thailand to the United States of America.

(C) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

10. The Royal Thai Government shall use its best efforts to space exports from Thailand to the United

States of America within each category evenly throughout each Agreement Year, taking into consideration normal seasonal factors.

11. If the Royal Thai Government considers that as a result of limitations specified in the Agreement, Thailand is being placed in an inequitable position vis-a-vis a third country, the Royal Thai Government may request consultations with the Government of the United States of America with the view of taking appropriate remedial action such as a reasonable modification of this Agreement.

12. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products covered by this Agreement from Thailand to the United States of America. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

13. The Royal Thai Government shall administer its export control system under this Agreement. The Government of the United States of America may assist the Royal Thai Government in implementing the limitation provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

14. (A) In conformity with Article 12, paragraph (3) of the Arrangement, this Agreement shall not apply to exports of handloom fabrics of the cottage industry of Thailand, or handmade cottage industry products made of such handloom fabrics in Thailand, or to folklore handicraft textile products traditional to Thailand, provided that such products are properly certified under arrangements established between the two Governments pursuant to paragraph 8 of this Agreement and the August 16, 1976, September 7 and September 16, 1982 exchange of letters[1] between the two Governments regarding certification of exempt items.

(B) Exports of cotton, wool and man-made fiber textiles and textile products in shipments individually valued at less than 250 dollars shall not be charged to the limits of this Agreement, provided that such products are certified in conformity with the above mentioned arrangement.

15. The export visa arrangement established by the exchange of letters dated September 7 and September 16, 1982 will remain in effect for categories listed in Annex A to this Agreement.

16. The United States Government will notify the Royal Thai Government of any changes to the headnotes of the United States Tariff Schedules which affect

1 Not printed.

classification and, where applicable, redistribute to each limit the amount of trade affected by such change.

17. The Government of the United States of America and the Royal Thai Government agree to consult on any question arising in the implementation of this Agreement, and unless otherwise mutually agreed, such consultations shall be held within 30 days of the request.

18. The Government of the United States of America and the Royal Thai Government may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

19. (A) Exports from Thailand in excess of authorized limits in any Agreement Year may be denied entry into the United States. Any such shipments denied entry, may be permitted entry into the United States and charged to the applicable group or specific limit in the succeeding Agreement Year.

(B) If, during an Agreement Year, exports from Thailand are allowed entry into the United States of America in excess of authorized limits, the applicable group or specific limits in the succeeding Agreement Year will be adjusted downward by the amount of the excess shipments.

88-093 95 – 16

(C) Any action taken pursuant to sub-paragraph 19 (A) and (B) above, will not prejudice the rights of either side regarding consultations.

20. In conformity with Article 8 of the Arrangement, Thailand and the United States of America shall cooperate to avoid circumvention of the Agreement.

21. Either Government may terminate this Agreement, effective at the end of an Agreement Year, by written notice to the other Government, to be given at least 90 days prior to the end of such Agreement Year.

If the foregoing conforms with the understanding of the Royal Thai Government, this note and Your Excellency's note of confirmation on behalf of the Royal Thai Government shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

John Gunther Dean [1]

Enclosure:

Annex A and B

1 John Gunther Dean.

ANNEX A

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
	YARN		
	-- COTTON		
300	CARDED	4.6	LB.
301	COMBED	4.6	LB.
	-- WOOL		
400	TOPS AND YARN	2.0	LB.
	-- MAN-MADE FIBER		
600	TEXTURED	3.5	LB.
601	CONT. CELLULOSIC	5.2	LB.
602	CONT. NONCELLULOSIC	11.6	LB.
603	SPUN CELLULOSIC	3.4	LB.
604	SPUN NONCELLULOSIC	4.1	LB.
605	OTHER YARNS	3.5	LB.
	FABRIC		
	-- COTTON		
310	GINGHAMS	1.0	SYD
311	VELVETEENS	1.0	SYD
312	CORDUROY	1.0	SYD
313	SHEETING	1.0	SYD
314	BROADCLOTH	1.0	SYD
315	PRINTCLOTHS	1.0	SYD
316	SHIRTINGS	1.0	SYD
317	TWILLS AND SATEENS	1.0	SYD
318	YARN-DYED	1.0	SYD
319	DUCK	1.0	SYD
320	OTHER FABRICS, N.K.	1.0	SYD
	-- WOOL		
410	WOOLENS AND WORSTED	1.0	SYD
411	TAPESTRIES AND UPHOLSTERY	1.0	SYD
425	KNIT	2.0	LB.

429	OTHER FABRICS	1.0	SYD
	-- MAN-MADE FIBER		
610	CONT. CELLULOSIC, N.K.	1.0	SYD
611	SPUN CELLULOSIC, N.K.	1.0	SYD
612	CONT. NONCELLULOSIC, N.K.	1.0	SYD
613	SPUN NONCELLULOSIC, N.K.	1.0	SYD
614	OTHER FABRICS, N.K.	1.0	SYD
625	KNIT	7.8	LB.
626	PILE AND TUFTED	1.0	SYD
627	SPECIALTY	7.8	LB.
	APPAREL		
	-- COTTON		
330	HANDKERCHIEFS	1.7	DZ.
331	GLOVES	3.5	DPR
332	HOSIERY	4.6	DPR
333	SUIT-TYPE COATS, M AND B	36.2	DZ.
334	OTHER COATS, M AND B	41.3	DZ.
335	COATS, W, G AND I	41.3	DZ.
336	DRESSES (INC. UNIFORMS)	45.3	DZ.
337	PLAYSUITS, SUNSUITS, WASHSUITS, CREEPERS	25.0	DZ.
338	KNIT SHIRTS, (INC. T-SHIRTS, OTHER AND SWEATSHIRTS) M AND B	7.2	DZ.
339	KNIT SHIRTS AND BLOUSES (INC. T-SHIRTS, OTHER AND SWEATSHIRTS) W, G AND I	7.2	DZ.
340	SHIRTS, N.K.	24.0	DZ.
341	BLOUSES, N.K.	14.5	DZ.
342	SKIRTS	17.8	DZ.
345	SWEATERS	36.8	DZ.
347	TROUSERS, SLACKS, AND SHORTS (OUTER), M AND B	17.8	DZ.
348	TROUSERS, SLACKS AND SHORTS (OUTER) W, G AND I	17.8	DZ.
349	BRASSIERES, ETC.	4.8	DZ.
350	DRESSING GOWNS, INC. BATHROBES, AND BEACH ROBES, LOUNGING GOWNS HOUSE-COATS, AND DUSTERS	51.0	DZ.
351	PAJAMAS AND OTHER NIGHTWEAR	52.0	DZ.

352	UNDERWEAR (INC. UNION SUITS)	11.0	DZ.
353	DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS, M AND B	41.3	DZ.
354	DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS, W, G AND I	41.3	DZ.
359	OTHER APPAREL	4.6	LB.
	-- WOOL		
431	GLOVES	2.1	DPR
432	HOSIERY	2.8	DPR
433	SUIT-TYPE COATS, M AND B	36.0	DZ.
434	OTHER COATS, M AND B	54.0	DZ.
435	COATS, W, G AND I	54.0	DZ.
436	DRESSES	49.2	DZ.
438	KNIT SHIRTS AND BLOUSES	15.0	DZ.
440	SHIRTS AND BLOUSES, N.K.	24.0	DZ.
442	SKIRTS	18.0	DZ.
443	SUITS, M AND B	54.0	DZ.
444	SUITS, W, G AND I	54.0	DZ.
445	SWEATERS, M AND B	14.88	DZ.
446	SWEATERS, W, G AND I	14.88	DZ.
447	TROUSERS, SLACKS AND SHORTS (OUTER) M AND B	18.0	DZ.
448	TROUSERS, SLACKS AND SHORTS (OUTER) W, G AND I	18.0	DZ.
459	OTHER WOOL APPAREL	2.0	LB.
	-- MAN-MADE FIBER		
630	HANDKERCHIEFS	1.7	DZ.
631	GLOVES	3.5	DPR
632	HOSIERY	4.6	DPR
633	SUIT-TYPE COATS, M AND B	36.2	DZ.
634	OTHER COATS, M AND B	41.3	DZ.
635	COATS, W, G AND I	41.3	DZ.
636	DRESSES	45.3	DZ.
637	PLAYSUITS, SUNSUITS, WASHSUITS, ETC.	21.3	DZ.
638	KNIT SHIRTS, (INC. T-SHIRTS), M AND B	18.0	DZ.
639	KNIT SHIRTS AND BLOUSES (INC. T-SHIRTS), W, G AND I	15.0	DZ.
640	SHIRTS, N.K.	24.0	DZ.

641	BLOUSES, N.K.	14.5	DZ.
642	SKIRTS	17.8	DZ.
643	SUITS, M AND B	54.0	DZ.
644	SUITS, W, G AND I	54.0	DZ.
645	SWEATERS, M AND B	36.8	DZ.
646	SWEATERS, W, G AND I	36.8	DZ.
647	TROUSERS, SLACKS, AND SHORTS (OUTER), M AND B	17.8	DZ.
648	TROUSERS, SLACKS AND SHORTS (OUTER), W, G AND I	17.8	DZ.
649	BRASSIERES, ETC.	4.8	DZ.
650	DRESSING GOWNS, INC. BATH AND BEACH ROBES	51.0	DZ.
651	PAJAMAS AND OTHER NIGHTWEAR	52.0	DZ.
652	UNDERWEAR	16.0	DZ.
653	DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS, M AND B	41.3	DZ.
654	DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS, W, G AND I	41.3	DZ.
659	OTHER APPAREL	7.8	LB.
	MADE-UPS AND MISC.		
	-- COTTON		
360	PILLOWCASES	1.1	NO.
361	SHEETS	6.2	NO.
362	BEDSPREADS AND QUILTS	6.9	NO.
363	TERRY AND OTHER PILE TOWELS	0.5	NO.
369	OTHER COTTON MANUFACTURES	4.6	LB.
	-- WOOL		
464	BLANKETS AND AUTO ROBES	1.3	LB.
465	FLOOR COVERING	0.1	SFT
469	OTHER WOOL MANUFACTURES	2.0	LB.
	-- MAN-MADE FIBER		
665	FLOOR COVERINGS	0.1	SFT
666	OTHER FURNISHINGS	7.8	LB.
669	OTHER MAN-MADE MANUFACTURES	7.8	LB.

ANNEX B

SPECIFIC LIMITS

CATEGORY	UNIT	FIRST AGREEMENT YEAR	SECOND AGREEMENT YEAR
GROUP I:			
313	SYD.	11,600,000	12,296,000
314	SYD.	8,500,000	9,010,000
315	SYD.	17,000,000	18,020,000
317	SYD.	5,800,000	6,148,000
319	SYD.	6,000,000	6,360,000
320	SYD.	9,900,000	10,494,000
613	SYD.	13,750,000	14,575,000
604	LBS.	700,000	742,000
604-SUB	LBS.	406,504	430,894
GROUP II:			
APPAREL GROUP LIMIT:	SYE.	73,987,880	78,427,153
331	DPR.	438,743	465,068
334/335	DOZ.	57,462	60,910
338/339	DOZ.	622,382	659,725
340	DOZ.	109,768	116,354
341	DOZ.	115,892	122,846
347/348	DOZ.	196,067	207,831
634/635	DOZ.	401,285	425,362
638	DOZ.	130,467	138,295
639	DOZ.	1,335,056	1,375,108
641	DOZ.	173,297	183,695
645/646	DOZ.	79,002	83,742
647/648	DOZ.	447,452	474,299
445/446	DOZ.	15,000	15,150

ANNEX B CONTINUED
SPECIFIC LIMITS

CATEGORY	UNIT	THIRD AGREEMENT YEAR	FOURTH AGREEMENT YEAR	FIFTH AGREEMENT YEAR
GROUP I:				
313	SYD.	13,033,760	13,815,786	14,644,733
314	SYD.	9,550,600	10,123,636	10,731,054
315	SYD.	19,101,200	20,247,272	21,462,108
317	SYD.	6,516,880	6,907,893	7,322,366
319	SYD.	6,741,600	7,146,096	7,574,862
320	SYD.	11,123,640	11,791,058	12,498,522
613	SYD.	15,449,500	16,376,470	17,359,058
604	LBS.	786,520	833,711	883,734
604-SUB	LBS.	456,748	484,153	513,202
GROUP II:				
APPAREL GROUP LIMIT:	SYE.	83,132,782	88,120,749	93,407,994
331	DPR.	492,972	522,550	553,903
334/335	DOZ.	64,564	68,438	72,544
338/339	DOZ.	699,308	741,267	785,743
340	DOZ.	123,335	130,735	138,580
341	DOZ.	130,216	138,029	146,311
347/348	DOZ.	220,301	233,519	247,530
634/635	DOZ.	450,884	477,937	506,613
638	DOZ.	146,593	155,388	164,712
639	DOZ.	1,416,361	1,458,852	1,502,617
641	DOZ.	194,717	206,400	218,783
645/646	DOZ.	88,767	94,093	99,738
647/648	DOZ.	502,757	532,922	564,898
445/446	DOZ.	15,302	15,455	15,609

The Thai Acting Minister of Foreign Affairs to the American Ambassador

No. 0503/47208 Ministry of Foreign Affairs,
Saranrom Palace.

Bangkok, 8 August B.E. 2526 (1983)

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note dated 27th July 1983 concerning the Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between Thailand and the United States of America which reads as follows:

[For text of the U.S. note, see pp. 1705-1724.]

In reply, I have the honour to inform Your Excellency that the foregoing conforms with the understanding of the Royal Thai Government and that Your Excellency's Note and this Note constitute an Agreement between the Royal Thai Government and the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

Sub. Lt. Prapas Limpabandhu

(Prapas Limpabandhu)
Acting Minister of Foreign Affairs of Thailand

His Excellency
John Gunther Dean,
Ambassador Extraordinary and Plenipotentiary of
the United States of America,
BANGKOK.

LIBERIA

Military Missions

Agreement extending the agreement of January 11, 1951, as amended and extended.
Effected by exchange of notes
Dated at Monrovia June 16 and August 5, 1983;
Entered into force August 5, 1983;
Effective January 10, 1984.

The American Embassy to the Liberian Ministry of Foreign Affairs

No. 184

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Liberia and has the honor to refer to the agreement for the assignment of a United States Military Mission to Liberia, signed at Washington on January 11, 1951.[1] This agreement has been extended from time to time, most recently by the exchange of notes signed at Monrovia on December 12, 1980 and February 12, 1981.[2] The Embassy has the further honor to propose that the agreement be extended for an additional three-year period effective from January 10, 1984. If the foregoing is acceptable to the Government of Liberia, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an extension of the agreement.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Liberia its assurances of its highest consideration.

Embassy of the United States of America

Monrovia, June 16, 1983

[1] TIAS 2171, 4660, 5591, 8846; 2 UST 1; 11 UST 2655; 15 UST 708; 29 UST 668.
[2] Should read "December 12, 1980 and January 15, 1981". TIAS 10529; 34 UST 2912.

The Liberian Ministry of Foreign Affairs to the American Embassy

REPUBLIC OF LIBERIA
MINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA

10687/2-5

The Ministry of Foreign Affairs of the Republic of Liberia presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the latter's Note No. 184 dated June 16, 1983, proposing on behalf of the Government of the United States of America that the Agreement between the Government of the United States of America and the Government of the Republic of Liberia for the assignment of the United States Military Mission to Liberia, signed at Washington on the 11th of January 1951, and last extended by an exchange of Note on December 12, 1980 and February 12, 1981, be now extended for an additional three years period effective as of January 10, 1984.

In response, the Ministry of Foreign Affairs wishes to inform the Embassy that having reviewed the basic agreement of 1951 together with the amendments of 1977, is pleased to advise of Government's acceptance of the proposal contained in the Embassy's Note mentioned supra, and it is understood that the receipt of this Note in reply to the Embassy's Note shall constitute an extension of said Agreement.

The Ministry of Foreign Affairs of the Republic of Liberia avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration and esteem.

The Embassy of the United States
of America
Monrovia, LIBERIA

5 AUGUST 1983

EGYPT

Agricultural Commodities

Agreement amending the agreement of November 23, 1982.
Effected by exchange of notes
Signed at Cairo August 18, 1983;
Entered into force August 18, 1983.

The American Chargé d'Affaires ad interim to the Egyptian Minister of Investment Affairs and International Cooperation

EMBASSY OF THE
UNITED STATES OF AMERICA

Cairo, August 18, 1983

Excellencies:

I have the honor to refer to the FY 1983, Title I PL-480[1] Agreement for the sale of agricultural commodities signed by representatives of our two Governments on November 23, 1982,[2] and propose the Agreement be amended as follows: In Part II, Item I, Commodity Table under appropriate column headings for "Wheat" delete "823,000 MT" and "$136.0" and insert "880,000 MT" and "$146.0". For "Total", delete "1,310,000 MT" and "$225.0", and insert "1,367,000 MT" and "$235.0".

Under Part II, Item II, Payment Terms B, Currency Use Payment delete the entire sub-paragraph and replace with "B. Currency Use Payment - Seven and one-half (7 1/2) percent applicable to disbursements made by the Government of the exporting country for financing purchase of commodities under the Agreement of November 23, 1982, and twelve (12) percent applicable to disbursements made by the Government of the exporting country for financing purchase of commodities under this amendment for Section 104(A) purchases".

His Excellency
Dr. Wagih Shindy
Minister for Investment Affairs
and International Cooperation
of the Arab Republic of Egypt
Cairo

His Excellency
Dr. Mohamed Nagi Shatla
Minister of Supply and Home Trade
of the Arab Republic of Egypt
Cairo

His Excellency
Dr. Youssef Wally
Minister of State for Agriculture
of the Arab Republic of Egypt
Cairo

1 68 Stat. 455; 7 U.S.C. §1701 *et seq.*
2 TIAS 10613; 34 UST 4537.

All other terms and conditions of the PL-480 Title I Agreement of November 23, 1982, remain the same.

I propose this note and your reply thereto constitute an agreement between our two Governments effective on the date of your Note in reply.

Accept, Excellencies, the assurance of my highest consideration.

[1]
Charge d'Affaires, ad interim

[1] Henry Precht.

The Egyptian Minister of Investment Affairs and International Cooperation to the American Ambassador

MINISTRY OF INVESTMENT
AND INTERNATIONAL COOPERATION
ECONOMIC COOPERATION WITH U.S.A.

Cairo 18, 8, 1983

Excellency:

I have the honor to acknowledge receipt of your Note of August 18, 1983 which reads as follows:

Excellencies:

I have the honor to refer to the FY 1983. Title I PL-480 Agreement for the sale of Agricultural commodities signed by representatives of our two Governments on November 23, 1983,[1] and propose the Agreement be amended as follows:

In Part II, Item I, Commodity Table under appropriate column headings for "Wheat" delete "823.000 MT" and "$146.0". For "Total" delete "1,310,000" and "$225.0" and insert "1,367,000 MT" and "$ 235".

Under Part II, Item II, Payment Terms B,Currency Use Payment delete entire sub paragraph and replace with the following:

"B Currency Use Payment. Seven and one-half (7 1/2) percent applicable to disbursements made by the Government of the exporting country for financing purchase of commodities under the agreement of November 23, 1982 and twelve (12) percent applicable to disbursement made by the Government of the exporting country for financing purchase of commodities under this amendment for Section 104 (A) purchases."

H.E. Alfred L. Atherton, Jr.
Ambassador of the United
States of America.

[1] Should read "November 23, 1982".

All other terms and conditions of the PL- 480 Title I Agreement of November 23,1982, remain the same.

I propose this note and your reply thereto constitute an agreement between our two Governments effective on the date of your Note in reply.

Accept, Excellencies, the assurance of my highest consideration.

I have the honor to inform your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

Dr. Wagih Shindy

Minister of Investment Affairs
and International Cooperation.

In Witness

Dr. Youssef Wally
Minister of State for Agriculture
and Food Security

Mohamed Nagi Shatla
Minister of Supply and Home Trade.

EGYPT

Agricultural Commodities

Agreement amending the agreement of March 20, 1979, as amended.
Effected by exchange of notes
Signed at Cairo August 17 and 18, 1983;
Entered into force August 18, 1983.

The American Chargé d'Affaires ad interim to the Egyptian Minister of Investment and International Cooperation

EMBASSY OF THE
UNITED STATES OF AMERICA

Cairo, August 17, 1983

Excellencies:

I have the honor to refer to the Agricultural Commodities Sales Agreement signed by representatives in Cairo between our two governments on March 20, 1979, as amended,[1] and to propose that the agreement be further amended as follows:

A. In Part II - Particular Provisions, make the following changes:

1. In Item 1, Commodity Table, insert the following under appropriate columns "Wheat/wheat flour (grain equivalent basis), 1983, 96,000, dollars 15.0" and on the line entitled "Total", delete "385,000, dollars 60.0" and insert "481,000, dollars 75.0."

His Excellency
Dr. Wagih Shindy
Minister for Investment
Ministry of Investment and International Cooperation
of the Arab Repulic of Egypt
Cairo

His Excellency
Dr. Mohamed Nagi Shatla
Minister of Supply and Home Trade
of the Arab Republic of Egypt
Cairo

His Excellency
Dr. Youssef Wally
Minister of State for Agriculture and Food Security
of the Arab Republic of Egypt
Cairo

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1 TIAS 9683, 10089, 10427; 1 UST 5714; 33 UST 1033; 34 UST 1425.

2. Under Item III - Usual Marketing Table, under appropriate column headings, insert a new line item reading "Wheat/wheat flour (grain equivalent basis), 1983, 3,000,000."

3. Under Item IV - Export Limitations, delete the text of subparagraph A, and insert the following: "The Export Limitation period shall be United States Fiscal Years 1979, 1980, 1981, 1982, 1983 and any subsequent Fiscal Year during which commodities financed under this agreement are being imported or utilized."

4. Under Item V - Self-Help Measures, delete the existing Self-Help measures in their entirety and insert the following:

"a. The Government of Egypt agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

"b. The Government of Egypt agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

"(1) Agricultural Policy and Planning

"(a) Continue to review pricing policies for agricultural inputs. This review should serve as the basis for implementing a rational system of input allocation and use.

"(b) Continue to review the subsidies on consumer prices for food items. This review should serve as the basis for implementing a subsidy policy that protects primarily the lower income groups.

"(c) Increase incentives for domestic food crop production. The Government of Egypt will continue the trend to rationalize input and consumer prices with a view toward establishing

prices that will provide adequate incentives to producers. This process will include the continuation of procurement of wheat from farmers by the Government of Egypt on a voluntary basis. The Government of Egypt will continue its analysis during FY 1983 to determine the need to initiate a similar program for corn. The procurement prices will be set with the objective of further reducing the differences between the domestic and world prices of wheat. In assessing supply management, the Government will give procurement priority to the full utilization of domestically produced crops. Food imports will be distributed in a manner that will minimize the disincentive to domestic production.

"(2) Agricultural Research and Extension.

Continue to examine the organization and management of agricultural research as it relates to increased production through the extension process and to strengthen Egyptian agricultural research efforts as noted in the Memorandum of Understanding signed November 1979. The review will:

"(a) Identify constraints for effectively managing the agricultural research/ extension/dissemination system;

"(b) Develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers;

"(c) Identify which new technologies, beneficial to Egypt, are available internationally for potential adoption by Egypt's farmers;

"(d) Evaluate results from previous Egyptian agricultural research projects and disseminate those most likely to support increased small farmer productivity; and

"(e) Develop priorities for funding of applied research project activities.

"(3) Water Conservation and On-Farm Management.

"Continue to assess the structural and institutional options for promoting the conservation and better on-farm management of water, that is pricing water so that water constitutes an input cost.

"(4) Land Investment and Operation and Maintenance.

Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for

improvement of presently cultivated agricultural lands, including previously reclaimed land as well as projects for the development of new reclaimed lands.

"(5) Continue discussions to stimulate U.S. private investments in the Egyptian agribusiness sector within the context of the Bilateral Investment Treaty signed by the two Governments on September 29, 1982."

B. In Annex B, Food for Development Program, make the following changes:

1. Under Item VI, Evaluation, Benchmarks, and Audits, Paragraph A, Number 2, change "Fourth" to "Fifth." (see Amendment dated June 30, 1980)

2. Under Item VI, Paragraph A, Number 3, delete "Fourth year will be completed by February 1, 1983" and insert "Fifth year will be completed by May 1, 1984."(see Amendment dated June 30, 1980)

All other terms and conditions of the March 20, 1979 Title III Agreement as amended, remain the same.

If the foregoing is acceptable to your Government, I propose this note and together with your reply concurring therein constitute an agreement between our two Governments to be effective on date of your note in reply.

Accept, Excellencies, the assurance of my highest consideration.

Henry Precht
Charge d' Affairs a.i.

The Egyptian Minister of Investment and International Cooperation to the American Ambassador

MINISTRY OF INVESTMENT
AND INTERNATIONAL COOPERATION
ECONOMIC COOPERATION WITH U.S.A.

Cairo, August,18th,1983

Excellency:

I have the honor to acknowledge receipt of your Note of August,17th,1983, which reads as follows:

(For the text of the U.S. note, see p. 1735-1742)

I have the honor to inform your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

Wagih Shindy

Dr. Wagih Shindy

Minister of Investment and International Cooperation.

In Witness

Youssef Wally

Dr. Youssef Wally
Minister of State for Agriculture and Food Security

M.N. Shatla

Mohamed Nagi Shatla
Minister of Supply and Home Trade

His Excellency

Alfred L. Atherton, Jr.
Ambassador of United States of America.

EGYPT

Economic Assistance: Commodity Imports

Agreement signed at Cairo July 25, 1983;
Entered into force July 25, 1983.

A.I.D. Grant No. 263-K-606

GRANT AGREEMENT

BETWEEN

UNITED STATES OF AMERICA

AND THE

ARAB REPUBLIC OF EGYPT

FOR

COMMODITY IMPORTS

Dated: July 25, 1983

A.I.D. Grant No. 263-K-606

COMMODITY IMPORT GRANT AGREEMENT

Dated: July 25, 1983

Between

the Arab Republic of Egypt ("Grantee")

and

the United States of America, acting through the Agency for International Development ("A.I.D.")

Article 1: The Grant

To finance the foreign exchange costs of certain commodities, commodity-related services and other services ("Eligible Items") necessary to assist the Grantee to meet a foreign exchange need, achieve development objectives and improve the standard of living, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to the Grantee under the terms of this Agreement, an amount not to exceed Three Hundred Million United States dollars ($300,000,000) ("Grant") for a Commodity Import Program.

[1] 75 Stat. 424; 22 U.S.C. §2151.

Article 2: The Program

Section 2.1. Definition of Program. The Program, which is further described in Annex 1, will consist of mutually agreed upon allocations of Grant funds for intermediate goods and consumables, including food staples and industrial raw materials, commodity related and other services and capital goods contained in the Government of Egypt budget.

Within the limits of the above definition of the Program, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

Article 3: Conditions Precedent to Disbursement

Section 3.1. Conditions Precedent to Initial Disbursement. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Grantee, and that it constitutes a valid

and legally binding obligation of the Grantee in accordance with all of its terms.

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Grantee pursuant to Section 8.2, together with a specimen signature of each person certified as to its authenticity.

Section 3.2. Notification. When it has been determined that the conditions precedent specified in Section 3.1 have been met, A.I.D. will promptly notify the Grantee.

Section 3.3. Terminal Date for Conditions Precedent. If all the conditions specified in Section 3.1 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as Parties may agree in writing, A.I.D. may, at its option, terminate this Agreement by written notice to the Grantee.

Article 4: Procurement, Eligibility, and Utilization of Commodities.

Section 4.1. A.I.D. Regulation 1. This Grant and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1

as from time to time amended and in effect, except with respect to other services and as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

Section 4.2 Eligible Items.

(a) The commodities eligible for financing under this Grant shall be those mutually agreed upon by the Parties and specified in the Implementation Letters and Commodity Procurement Instructions issued to the Grantee in accordance with Section 8.1 of this Agreement. Commodity-related services as defined in A.I.D. Regulation 1 as well as other services are eligible for financing under this Grant. Eligible Items will be subject to the requirements and Special Provisions of Parts I, II, and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. Other commodities or services shall become eligible for financing only with the written agreement of A.I.D. Any specific commodity, commodity-related service or other service may be excluded from financing under this Agreement if such financing would be inconsistent with the purposes of the Grant or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete commodity categories or items within commodity categories described in

Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, this right will be exercised no later than the date on which A.I.D. expends funds made available to the Grantee under this Agreement for the financing of the commodity. In any event, however, the Grantee will be notified through the A.I.D. Mission in the Arab Republic of Egypt of any decision by A.I.D. to exercise its right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign policy objectives of the United States or could jeopardize the safety or health of people in Egypt.

Section 4.3. Procurement Source. All Eligible Items shall have their source and origin in the United States of America (Code 000 of the A.I.D. Geographic Code Book) except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing.

Section 4.4. Eligibility Date. No commodities, commodity-related or other services may be financed under this Grant if they were procured

pursuant to orders or to contracts firmly placed or entered into prior to the date of this Agreement, except as the Parties may otherwise agree in writing.

Section 4.5. Procurement for Public Sector.

(a) With respect to procurement under this Grant by or for the Grantee, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply except as A.I.D. may otherwise agree in writing.

(b) Grantee will undertake to assure that public sector end-users under this Grant establish adequate logistic management facilities and that adequate funds are available to pay banking charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector end-users.

Section 4.6. Special Procurement Rules

(a) None of the proceeds of this Grant may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States, except as A.I.D. may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(c) All international air shipments financed under this Grant will be on carriers holding U.S. certification to perform the service, unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a U.S.-flag carrier either at point of origin or transshipment. The Grantee must certify to the facts in the vouchers or other documents retained as part of the Grant records.

Section 4.7. Financing Physical Facilities. Not more than $1,000,000 from the proceeds of this Grant shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of any physical facility or related physical facilities without prior A.I.D. approval, additional to the approvals required by A.I.D. Regulation 1, except as the Parties may otherwise agree in writing. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity, and ownership, constitute a single enterprise in the judgment of A.I.D.

Section 4.8. Utilization of Commodities.

(a) Grantee will assure that commodities financed under this Grant will be effectively used for the purposes for which the assistance is made available. To this end, the Grantee will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded from the vessel at the port of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing;

(ii) proper surveillance and supervision are maintained to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters; and

(iii) the commodities are consumed or used by the importer not later than one (1) year from the date the commodities are removed from customs, unless a longer period can be justified to the satisfaction of both Parties by reason of force majeure or special market conditions or other circumstances.

(b) Grantee will assure that commodities financed under this Grant will not be reexported in the same or substantially the same form, unless specifically authorized by agreement of both Parties.

(c) Grantee shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior written agreement of both Parties.

Section 4.9. Minimum Size of Transactions. No foreign exchange allocation or letter of credit issued pursuant to this Agreement shall be in an amount less than Ten Thousand Dollars ($10,000), except as A.I.D. may otherwise agree in writing.

Article 5: Disbursement

Section 5.1. Letters of Commitment to Banks. After satisfaction of the conditions precedent, the Grantee may obtain disbursements of funds under this Grant by submitting Financing Requests to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Grantee and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the bank or banks on behalf of the Grantee for payments made by the banks to suppliers or contractors, under letters of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Grantee and may be financed by this Grant.

Section 5.2. Other Forms of Disbursement Authorizations. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

Section 5.3. Terminal Date for Requests for Disbursement Authorizations. No letter of commitment or other disbursement authorization will be issued in response to a request received after thirty (30) months from the date the Grantee satisfies the Conditions Precedent in Section 3.1, except as the Parties may otherwise agree in writing.

Section 5.4. Terminal Date for Disbursement. No disbursement of Grant funds shall be made against documentation received by A.I.D. or any bank described in Section 5.1. after thirty-six (36) months from the date the Grantee satisfies the Conditions Precedent in Section 3.1, except as the Parties may otherwise agree in writing.

Section 5.5. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur on the date on which A.I.D. makes a disbursement to the Grantee, or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

Section 5.6. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above, the Grantee shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 4.8 of this Agreement. Additional documents may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

Article 6: General Covenants

Section 6.1. Taxation. This Agreement and the Grant will be free from any taxation or fees imposed under laws in effect in the Arab Republic of Egypt.

Section 6.2. Reports and Records. In addition to the requirements in A.I.D. Regulation 1, the Grantee will:

(a) furnish A.I.D. such reports and information relating to the goods and services financed by this Grant and the performance of Grantee's obligations under this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Grant as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. or any of its authorized representatives for such periods and at such times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this Grant; and

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three-year period to inspect the commodities financed under this Grant at any point, including the point of use.

Section 6.3. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Grant and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Grant or the discharge of responsibilities under this Agreement.

Section 6.4. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Grant, except fees, taxes, or similar payments legally established in the country of the Grantee. A.I.D. shall take appropriate action to protect against improper payments by suppliers in connection with this Grant.

Section 6.5. Periodic Discussions. Periodically, but no less than twice annually, the Grantee and A.I.D. will continue to meet to discuss the status of the economy, associated economic issues, and the relationship of the A.I.D. program to these concerns.

Section 6.6. Use of Local Currency.

(a) Grantee will establish a Special Account in the Central Bank of Egypt and deposit therein currency of the Government of the Arab Republic of Egypt in amounts equal to proceeds accruing to the Grantee or any authorized agency thereof as a result of the sale or importation of the Eligible Items, except as the Parties may otherwise agree in writing. Funds in the Special Account may be used for such purposes as are mutually agreed upon by A.I.D. and the Grantee and as otherwise specified in this Agreement, provided that such portion of the funds in the Special Account as may be designated by the Parties shall be made available to A.I.D. to meet the requirements of the United States.

(b) Deposits to the Special Account shall become due and payable quarterly upon advice from A.I.D. as to disbursements made under the Agreement, subject to deferred payment arrangements as may be agreed by both Parties. Grantee shall make such deposits at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

(c) Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder shall be disbursed for such purposes as may, subject to applicable law, be agreed to between Grantee and A.I.D.

Section 6.7. Set Asides. Unless the Parties otherwise agree in writing, any set asides or extraordinary allocations of funds shall be mutually agreed to by the Parties and set forth in Implementation Letters. The Parties may also agree in such Implementation Letters as to which set asides will not result in the accrual of proceeds to the Grantee and hence not require the deposit of counterpart funds into the Special Account.

Section 6.8. Allocation of Resources for Development. Unless, otherwise agreed to in writing, the Parties agree to establish within ninety days after the signing of this Agreement mutually acceptable procedures for the allocation of Grant funds to support the objectives of the Development Budget of the Government of Egypt, as set forth in the second category described in Annex 1.

Article 7: Termination; Remedies

Section 7.1. Termination. This Agreement may be terminated by mutual agreement of the Parties at any time. Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

Section 7.2. Suspension. If at any time:

(a) Grantee shall fail to comply with any provisions of this Agreement; or

(b) Any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this Agreement is incorrect in any material respect; or

(c) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations under this Agreement; or

(d) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(e) A default shall have occurred under any other agreement between Grantee or any of its agencies and the Government of the United States or any of its agencies;

Then, in addition to remedies provided in A.I.D. Regulation 1, A.I.D. may:

(1) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through irrevocable commitments

to third parties or otherwise, or to the extent that A.I.D. has not made direct reimbursement to the Grantee thereunder, giving prompt notice to Grantee thereafter;

(2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Grant be vested in A.I.D., if the goods are in a deliverable state and have not been offloaded in ports of entry of the Arab Republic of Egypt.

Section 7.3. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 7.2, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Grant that is not then disbursed or irrevocably commited to third parties.

Section 7.4. Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Grantee to

refund the amount of such disbursement in U.S. dollars to A.I.D. within thirty (30) days after receipt of request therefor. Refunds paid by the Grantee to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D's obligation under the Agreement and shall be available for reuse under the Agreement if authorized by A.I.D. in writing.

(b) The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

Section 7.5. Nonwaiver of Remedies. No delay in exercising or omitting to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers or remedies.

Article 8: Miscellaneous

Section 8.1. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters and Commodity Procurement Instructions describing the procedures applicable to the implementation of the Agreement. Except as permitted by particular provisions of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the offices of the Minister of Investment Affairs and International Cooperation and/or the Administrator of the Department for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 8.3. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Grantee:

Mail Address: Ministry of Investment Affairs
and International Cooperation
8 Adly Street
7th Floor
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address: United States Agency for International Development
c/o U.S. Embassy
Cairo, Egypt

Cable Address: U.S. Embassy
Cairo, Egypt

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon giving of notice. The Grantee, in addition, will provide the USAID Mission with a copy of each communication sent to A.I.D.

Section 8.4. Information and Marking. The Grantee will give appropriate publicity to the Grant as a program to which the United States has contributed, and mark goods financed by A.I.D., as described in Implementation Letters.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : Wagih Shindy

NAME : Dr. Wagih Shindy

TITLE: Minister of Investment Affairs and International Cooperation

UNITED STATES OF AMERICA

BY : Alfred L. Atherton, Jr.

NAME : Alfred L. Atherton, Jr.

TITLE: American Ambassador

ARAB REPUBLIC OF EGYPT

BY : Ahmad Abdel Salam

NAME : Ahmad Abdel Salam Zaki

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY : M.P.W. Stone

NAME : M.P.W. Stone

TITLE: Director, USAID/Cairo

ANNEX 1

PROGRAM DESCRIPTION

The Program represents a continuation of balance of payments assistance to the Government of Egypt. At the same time it reflects an effort to contribute to Egyptian development by preserving an appropriate balance between financing capital equipment needs for longer run development performance and financing intermediate goods and consumables for immediate production and consumption support.

Accordingly, except as the Parties may otherwise agree in writing, Grant funds shall be allocated for the Program, including Commodity-related and other services, as follows:

1.	Food Staples and Industrial Raw Materials:	$150 Million
2.	Capital Goods Contained in Government of Egypt Investment Budget:	$150 Million
		$300 Million

Credit terms for purchases by public sector entities utilizing funds made available under this Agreement shall be mutually agreed upon by the Parties and shall be reflected in appropriate circulars approved and/or promulgated by the Ministry of Investment Affairs and International Cooperation.

Eligible services, other than commodity-related services, are those that may be required to assist the Government of Egypt to define equipment needs for a particular sector or to organize the equipment into convenient procurement packages, and shall be regulated by provisions otherwise applicable to A.I.D.-financed contracts for services. Labor services for the rebuilding of railway equipment are authorized to be financed. Short-term technical advisory and training services in addition to those specified under Regulation I may be agreed to by A.I.D. and the Department of Economic Cooperation with U.S.A. of the Ministry of Investment Affairs and International Cooperation on a case-by-case basis where such services would contribute to the proper operation, maintenance, or application of commodities financed by A.I.D.

INDIA

Economic Assistance: Madhya Pradesh Minor Irrigation

Agreement signed at New Delhi July 30, 1983;
Entered into force July 30, 1983.
And amending agreement signed at New Delhi March 9, 1984;
Entered into force March 9, 1984.

A.I.D. Loan No. 386-T-235

A.I.D. Project No. 386-0483

Project Loan and Grant Agreement

Dated: July 30, 1983

Between

The President of India ("Cooperating Country")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1. The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Cooperating Country of the Project described herein, and with respect to the financing of the Project by the Parties.

Article 2. The Project

SECTION 2.1. Definition of Project. The project, which is further described in Annex 1,[1] is intended to improve the efficiency of surface irrigation in the State of Madhya Pradesh by the design and construction of approximately 50 minor irrigation schemes that will be used to test and demonstrate innovations in design, construction

[1] Not printed. Available from the Office of Treaty Affairs, Department of State.

and operation of irrigation systems involving farmer/irrigators more actively in the process. Annex 1, attached, amplifies the definition of the project contained in this Section 2.1. Within the limits of the definition of the Project in this Section 2.1., elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2., without formal amendment of this Agreement.

SECTION 2.2 Incremental Nature of the Project. A.I.D. intends to contribute a total of Forty Six Million United States ("U.S.") Dollars ($46,000,000) to this Project of which Forty One Million U.S. Dollars ($41,000,000) is intended to be Loan and Five Million U.S. Dollars ($5,000,000) is intended to be Grant. These contributions to the project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this agreement. Subsequent increments will each be subject to the availability of funds to A.I.D. for this purpose, and to the mutual agreement of the parties, at the time of each subsequent agreement, to proceed.

Article 3: Financing

SECTION 3.1. The Grant; The Loan. To assist the Cooperating Country to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to Grant the Cooperating Country under the terms of this

[1] 75 Stat. 424; 22 U.S.C. §2151.

agreement not to exceed Three Million Seven Hundred Thousand United States ("U.S.") Dollars ($3,700,000) ("Grant") and to lend the Cooperating Country under the terms of this agreement not to exceed Thirty One Million Four Hundred Thousand U.S. Dollars ($31,400,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal." The Loan and the Grant together are referred to as the "Assistance." The Assistance may be used to finance foreign exchange costs, as defined in Section 7.1., and local currency costs, as defined in Section 7.2., of goods and services required for the Project.

SECTION 3.2 Cooperating Country Resources for the Project

(a) The Cooperating Country agrees to provide or cause to be provided for the Project all funds, in addition to the Assistance, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The Cooperating Country intends to contribute to this Project the equivalent of Thirty Five Million Two Hundred Thousand U.S. Dollars ($35,200,000), including costs borne on an "in-kind" basis. The Cooperating Country agrees, under this Agreement, to provide there from the equivalent of Twenty Seven Million Four Hundred Thousand U.S. Dollars ($27,400,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date (PACD)

(a) The PACD, which is September 30, 1989, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Assistance will have been performed and all goods financed under the Assistance will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Assistance for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1. no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Cooperating Country, may at any time or times reduce the amount of the Assistance by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Loan Terms

SECTION 4.1. Interest. The Cooperating Country will pay A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten years following date of the first disbursement of the Loan hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5) of each respective disbursement of the Loan, and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement of the Loan, on a date to be specified by A.I.D.

SECTION 4.2 Repayment. The Cooperating Country will pay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Cooperating Country with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3. Application, Currency and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C., 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Cooperating Country may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

SECTION 4.5. Renegotiation of Terms.

(a) The Cooperating Country and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of India which enable the Cooperating Country to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.1, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.1, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under subsection (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties provided that, in the absence of mutual agreement, the negotiations will take place at the office of the Co-operating Country's Ministry of Finance in India.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of the expenditure of Grant funds.

Article 5: Conditions Precedent to Disbursement

SECTION 5.1. First Disbursement. Prior to the first disbursement of the Assistance, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Cooperating Country and that it constitutes a valid and legally binding obligation of the Cooperating Country in accordance with all of its terms; and

(b) A statement of the names of the persons holding or acting in the office of the Cooperating Country specified in Section 9.2, and a specimen signature of each person specified in such statement;

(c) Evidence that a Minor Irrigation Committee and a Special Appraisal and Supervision Cell including the Appraisal Divisions and an Implementation Operation Monitoring and Evaluation Division have been established within the Irrigation Department of Madhya Pradesh and that they are sufficiently staffed so as to initiate project planning and implementation. There will be an inter-ministerial project review committee at the Government of India level in the Ministry of Irrigation for regular monitoring and review of project implementation.

(d) Confirmation that budgetary resources are available to the Government of Madhya Pradesh under the Sixth Five Year Development Plan which also allows for the timely start of effective implementation of the project.

SECTION 5.2. Notification. When A.I.D. has determined that the conditions precedent specified in Section 5.1 have been met, it will promptly so notify the Cooperating Country.

SECTION 5.3. Terminal Dates for Conditions Precedent. If all of the Conditions specified in Section 5.1 have not been met within ninety days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Cooperating Country.

Article 6. Special Covenants

Except as the Parties may otherwise agree in writing, the Cooperating Country agrees to:

(a) carry out and use, or causes to be carried out and used, detailed soil and topographical surveys for planning the irrigation and drainage network.

(b) establish, or causes to be established, a special Demonstration Chak Unit within the Agriculture Department of the Government of Madhya Pradesh, staffed to coordinate and manage the Demonstration Chaks.

(c) establish, or causes to be established, an adequate number of positions within the Madhya Pradesh Irrigation and Agriculture Departments and to post, or cause to be posted, experienced, qualified staff to those positions at the field level to implement all project activities satisfactorily and in accordance with the project schedules and budgets established for approved subproject minor irrigation schemes.

(d) appoint, or causes to be appointed, project managers from either the Madhya Pradesh Irrigation Department or the Agriculture Department for the operation and management of subprojects (in groups of three or four) who will ensure timely, reliable and equitable water deliveries.

Article 7. Procurement Source

SECTION 7.1. Foreign Exchange Costs. Disbursements made pursuant to Section 6.1, when Loan financed, will be used exclusively to finance the costs of goods and services required for the Project

with respect to goods having their source and origin, and with respect to services their nationality in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services, and, when Grant financed, in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services), ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Standard Provisions Annex, Section C.1 (b) with respect to marine insurance. Ocean transportation costs will be financed under the Assistance only on vessels under Flag Registry of the United States or the Cooperating Country, except as A.I.D. may otherwise agree in writing.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in India ("Local Currency Costs"). To the extent provided for under this Agreement, "Local Currency Costs" may also include the provision of local currency resources required for the Project.

Article 8. Disbursements

SECTION 8.1. Disbursements for Foreign Exchange Costs. In accord with conditions precedent, the Cooperating Country may

obtain disbursement of funds under the Assistance for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of the Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in the Cooperating Country's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D. committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers, through Letters of Credit or otherwise, for such goods or services.

Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Cooperating Country and may be financed under the Assistance.

SECTION 8.2. Disbursement for Local Currency Costs.

(a) In accord with conditions precedent, the Cooperating Country may obtain disbursement of funds under the Assistance for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs;

(b) The local currency needed for such disbursement hereunder shall be purchased by A.I.D. with U.S. dollars from the Reserve Bank of India. The U.S. Dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement.
Disbursement of the Assistance may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. If funds provided under the Assistance are introduced into India by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Cooperating Country will make such arrangements as may be necessary so that such funds may be converted into the currency of

India at the highest rate of exchange which, at the time the conversion is made, is not unlawful in India.

SECTION 8.5. Date of Disbursement. Disbursement by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Cooperating Country or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to the Cooperating Country or its designee local currency acquired in accordance with Section 8.2.(b).

Article 9. Miscellaneous.

SECTION 9.1. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Cooperating Country:

Mail Address:	Secretary to the Government of India Department of Economic Affairs Ministry of Finance New Delhi
Alternate Address for Telegrams:	ECOFAIRS, New Delhi

To A.I.D.

Mail Address: Mission Director
U.S.A.I.D.
American Embassy
New Delhi

Alternate Address
for Telegrams: USAID, New Delhi

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Cooperating Country will be represented by the individual holding or acting in the office of Joint Secretary, Department of Economic Affairs, Ministry of Finance and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1. to revise elements of the amplified description in Annex 1. The names of the representatives of the Cooperating Country, with specimen signatures, will be provided to A.I.D. which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Combined Loan and Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

SECTION 9.4. Language of Agreement. This Agreement is prepared in both English and Hindi.[2] In the event of ambiguity or conflict between the two versions, the English language version will be used for final interpretation.

IN WITNESS WHEREOF, the Cooperating Country and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

THE PRESIDENT OF INDIA

By -/Sd./-

Name: S. Sundar

Title: Joint Secretary, Department of Economic Affairs, Ministry of Finance Government of India

THE UNITED STATES OF AMERICA

BY -/Sd./-

Name: Priscilla M. Boughton

Title: Director U.S. Agency for International Development

[1] Not printed. Available from the Office of Treaty Affairs, Department of State.
[2] Hindi text not printed.

A.I.D. Loan No. 386-T-235
A.I.D. Project No. 386-0483

FIRST AMENDATORY AGREEMENT TO THE PROJECT LOAN & GRANT AGREEMENT FOR MADHYA PRADESH MINOR IRRIGATION

Dated: March 9, 1984

Between

The President of India (hereinafter referred to as the "Cooperating Country")

and

The United States of America, acting through the Agency for International Development ("A.I.D.")

Article I: Purpose of Amendment

The purpose of this First Amendatory Agreement to the Madhya Pradesh Minor Irrigation Project Loan and Grant Agreement, entered into on the 30th of July, 1983 ("Original Agreement"), is to lend additional Loan funds and grant additional Grant funds to the Cooperating Country.

Article II. The Amendatory Grant; The Loan

A. Section 3.1 of the Original Agreement is hereby deleted in its entirety and the following substituted in its stead:

"Section 3.1. To assist the Cooperating Country to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant to the Cooperating Country not to exceed Five Million U.S. Dollars ($5,000,000) ("Grant") and to lend to the Cooperating Country not to exceed Forty One Million U.S. Dollars ($41,000,000) ("Loan"). (Grant of Three Million Seven Hundred Thousand U.S. Dollars ($3,700,000) and Loan of Thirty One Million Four Hundred Thousand U.S. Dollars ($31,400,000) under the Original Agreement, and Grant of One Million Three Hundred Thousand U.S. Dollars ($1,300,000) and Loan of Nine Million Six Hundred Thousand U.S. Dollars ($9,600,000) under this First Amendatory Agreement.) The aggregate amount of disbursements under the Loan is referred to as "Principal." The Loan and the Grant together are referred to as the "Assistance." The Assistance may be used to finance foreign exchange costs, as defined in Section 7.1., and local currency costs, as defined in Section 7.2., of goods and services required for the Project."

B. Section 3.2 (b) of the Original Agreement is hereby deleted in its entirety and the following substituted in its stead:

"b. The Cooperating Country agrees to contribute to this Project the equivalent of Thirty Five Million Two Hundred Thousand U.S. Dollars ($35,200,000), including costs borne on an "in-kind" basis.

Article III. Other Terms and Conditions

All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Cooperating Country and A.I.D., each acting through its duly authorized representative, have caused this First Amendatory Agreement to be signed in their names and delivered as of the day and year first above written.

THE PRESIDENT OF INDIA

By -/Sd./-

Name S. Sundar

Title Joint Secretary
Department of Economic Affairs
Ministry of Finance

UNITED STATES OF AMERICA

By -/Sd./-

Name Owen Cylke

Title Director
U.S.A.I.D. India.

INDIA

Economic Assistance: Irrigation Management and Training

Agreement signed at New Delhi July 30, 1983;
Entered into force July 30, 1983.

A.I.D. Loan No. 386-T-236

A.I.D. Project No. 386-0484

PROJECT LOAN AND GRANT AGREEMENT

Between

THE PRESIDENT OF INDIA

and

THE UNITED STATES OF AMERICA

for

IRRIGATION MANAGEMENT AND TRAINING

Dated: July 30, 1983

A.I.D. Loan No. 386-T-236

A.I.D. Project No. 386-0484

Project Loan and Grant Agreement

Dated: July 30, 1983

Between

The President of India ("Cooperating Country")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1. The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Cooperating Country of the Project described herein, and with respect to the financing of the Project by the Parties.

Article 2. The Project

SECTION 2.1. Definition of Project. The project, which is further described in Annex 1,[1] is intended to strengthen the Cooperating Country's institutional capability to plan, design,

construct, operate, manage, and maintain efficient and productive irrigation systems. Annex 1, attached, amplifies the definition of the project contained in this section 2.1. Within the limits of the definition of the project in this Section 2.1, elements of the amplified description as stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2, without formal amendment of this agreement.

SECTION 2.2. Incremental Nature of Project

A.I.D. intends to contribute a total of Fifty One Million United States ("U.S.") Dollars ($51,000,000) to this Project, of which Ten Million U.S. Dollars ($10,000,000) is intended to be Loan and Forty One Million U.S. Dollars ($41,000,000) is intended to be Grant. These contributions to the project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this agreement. Subsequent increments will each be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of each subsequent increment, to proceed.

Within the overall Project Assistance Completion Date ("PACD") stated in this Agreement, A.I.D., based upon consultation with the Cooperating Country, may specify in Project Implementation Letters ("PILs") appropriate time periods for the utilization of funds provided by A.I.D. under an individual increment.

Article 3: Financing

SECTION 3.1. The Grant; The Loan. To assist the Cooperating Country to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Cooperating Country under the terms of this Agreement not to exceed Three Million U.S. Dollars ($3,000,000) ("Grant") and to lend the Cooperating Country not to exceed Ten Million U.S. Dollars ($10,000,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and the Grant together are referred to as the "Assistance". The Assistance may be used to finance foreign exchange costs, as defined in Section 7.1, and local currency costs, as defined in Section 7.2, of goods and services required for the project.

SECTION 3.2 Cooperating Country Resources for the Project

(a) The Cooperating Country agrees to provide or cause to be provided for the Project all funds, in addition to the Assistance, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The Cooperating Country intends to contribute to this Project the equivalent of twenty eight million two hundred thousand

1 75 Stat. 424; 22 U.S.C. §2151. [Footnote added by the Department of State.]

U.S. Dollars ($28,200,000). The Cooperating Country agrees, under this agreement, to provide therefrom the equivalent of one million six hundred thousand U.S. Dollars ($1,600,000) including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date

(a) The PACD, which is September 30, 1990, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Assistance will have been performed and all goods financed under the Assistance will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Assistance for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Cooperating Country, may at

any time or times reduce the amount of the Assistance by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Loan Terms

SECTION 4.1. Interest. The Cooperating Country will pay A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten years following date of the first disbursement of the Loan hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5) of each respective disbursement of the Loan, and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement of the Loan, on a date to be specified by A.I.D.

SECTION 4.2 Repayment. The Cooperating Country will pay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 4.1.. A.I.D. will provide the Cooperating Country

with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3 Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Cooperating Country may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

SECTION 4.5. Renegotiation of Terms.

(a) The Cooperating Country and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of India which enable the Cooperating Country to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.1, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.1, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under subsection (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of the Cooperating Country's Ministry of Finance in India.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of the expenditure of Grant funds.

Article 5: Conditions Precedent to Disbursement

SECTION 5.1. First Disbursement. Prior to the first disbursement of the Assistance, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Cooperating Country and that it constitutes a valid and legally binding obligation of the Cooperating Country in accordance with all of its terms; and

(b) A statement of the names of the persons holding or acting in the office of the Cooperating Country specified in Section 9.2., and a specimen signature of each person specified in such statement;

SECTION 5.2. Conditions Precedent to First Disbursement Other than for Selected Activities

Prior to the first disbursement of Assistance of Loan or Grant funds for any purpose other than training of trainers and technical assistance, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country

will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., documentary evidence of:

(a) the establishment of a Central Steering Committee and Technical Advisory Committee; and

(b) the establishment of an Irrigation Research and Management Improvement Cell in the Central Water Commission.

SECTION 5.3. Condition Precedent to Disbursement of Local Currency for State Activities

Prior to the first disbursement under this Assistance of local currency for activities in a state participating in a Project, the Cooperating Country shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., documentary evidence of the establishment of a State Technical Council in the state for which disbursement is sought.

SECTION 5.4 Notification

When A.I.D. has determined that the conditions precedent specified in Sections 5.1, 5.2, and 5.3 have been met, it will promptly notify the Cooperating Country.

SECTION 5.5. Terminal Dates for Conditions Precedent

(a) If all of the Conditions specified in Section 5.1. have not been met within ninety days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this agreement by written notice to the Cooperating Country.

(b) If the conditions specified in Section 5.2 (a) have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Assistance, to the extent not irrevocably committed to third parties and may terminate this Agreement by written notice to the Cooperating Country. In the event of such termination, the Cooperating Country will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of expenditure of Grant funds.

(c) If the conditions specified in Section 5.2 (b) have not been met within 180 days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option may cancel the then undisbursed balance of the Assistance, to the extent not irrevocably committed to third parties and may terminate this

Agreement by written notice to the Cooperating Country. In the event of such termination the Cooperating Country will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of expenditure of Grant funds.

Article 6. Special Covenants

SECTION 6.1. Except as the Parties may otherwise agree in writing, the Cooperating Country agrees to:

(a) ensure continued coordination between the Central Government and states, between Central Ministries of Irrigation and Agriculture and between counterpart state departments and state training institutes.

(b) encourage collaboration between state training institutes and engineering and agricultural universities and management institutes.

(c) effect, whenever feasible, adjustments to organizational structure, authorities and procedures to facilitate improved design and operation of irrigation systems and improved agricultural production.

(d) ensure continued funding and support by the Cooperating Country and State Governments for the training institutes and action research studies after the completion of the project.

(e) ensure that the state and central employees and officials trained under this project will, as far as possible, be retained in or assigned to positions concerning irrigated agriculture in accordance with established bonding requirements.

(f) make available personnel and budgets needed for implementation of this project to the participating State Governments as and when required.

Article 7. Procurement Source

SECTION 7.1. Foreign Exchange Costs. Except as A.I.D. may otherwise agree in writing, disbursements pursuant to Section 8.1, when Loan financed, will be used exclusively to finance the costs of goods and services required for the Project with respect to goods having their source and origin, and with respect to services their nationality in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services, and, when Grant financed, in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts

entered into for such goods or services), ("foreign exchange costs"), except as provided in the Standard Provisions Annex, Section C.1 (b) with respect to marine insurance. Ocean transportation costs will be financed under the assistance only on vessels under Flag Registry of the United States or the Cooperating Country, except as A.I.D. may otherwise agree in writing.

SECTION 7.2 Local Currency Costs. Disbursements pursuant to Section 8.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in India ("local currency costs"). To the extent provided for under this Agreement, "local currency costs" may also include the provision of local currency resources required for the Project.

Article 8. Disbursements

SECTION 8.1 Disbursements for Foreign Exchange Costs. In accord with conditions precedent, the Cooperating Country may obtain disbursement of funds under the Assistance for the foreign exchange costs of goods or services required for the Project in accordance with the terms of the Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A)

requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in the Cooperating Country's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers, through Letters of Credit or otherwise, for such goods or services.

Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Cooperating Country and may be financed under the Assistance.

SECTION 8.2. Disbursement for Local Currency Costs.

(a) In accord with conditions precedent, the Cooperating Country may obtain disbursement of funds under the Assistance for local currency costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs;

(b) The local currency needed for such disbursement hereunder shall be purchased by A.I.D. with U.S. dollars from the Reserve Bank of India. The U.S. Dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement. Disbursement of the Assistance may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. If funds provided under the Assistance are introduced into India by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Cooperating Country will make such arrangements as may be necessary so that such funds may be converted into the currency of India at the highest rate of exchange which, at the time the conversion is made, is not unlawful in India.

SECTION 8.5. Date of Disbursement. Disbursement by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Cooperating Country or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to the Cooperating Country or its designee local currency acquired in accordance with Section 8.2 (b).

Article 9. Miscellaneous.

SECTION 9.1 Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Cooperating Country:

Mail Address: Secretary to the Government of India
Department of Economic Affairs
Ministry of Finance
New Delhi

Alternate Address for Telegrams: ECOFAIRS, New Delhi

To A.I.D.

Mail Address: Mission Director
USA.I.D.
American Embassy
New Delhi

Alternate Address for Telegrams: USAID, New Delhi

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Cooperating Country will be represented by the individual holding or acting in the office of Joint Secretary, Department of Economic Affairs, Ministry of Finance and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, each of wnom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Cooperating Country, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Combined Loan and Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

SECTION 9.4. Language of Agreement. This Agreement is prepared in both English and Hindi. In the event of ambiguity or conflict between the two versions, the English language version will be used for final interpretation.

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[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference. [Footnote added by the Department of State.]

IN WITNESS WHEREOF, the Cooperating Country and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

THE PRESIDENT OF INDIA

By S. Sundar

Name: S. Sundar

Title: Joint Secretary, Department of Economic Affairs, Ministry of Finance, Government of India

THE UNITED STATES OF AMERICA

BY Priscilla M. Boughton

Name: Priscilla M. Boughton

Title: Director U.S. Agency for International Development

BOLIVIA

Agricultural Commodities

Agreements amending the agreement of May 31, 1978, as amended.
Effected by exchange of notes
Signed at La Paz April 8, 1983;
Entered into force April 8, 1983.
And exchange of notes
Signed at La Paz July 15, 1983;
Entered into force July 15, 1983.
And exchange of notes
Signed at La Paz August 29, 1983;
Entered into force August 29, 1983.
And exchange of notes
Signed at La Paz December 9, 1983;
Entered into force December 9, 1983.

The American Ambassador to the Bolivian Minister of Foreign Relations and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA

La Paz, April 8, 1983

No. 5

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments May 31, 1978, as amended, September 1, 1978; May 2, 1979; September 24, 1979; December 6, 1979; February 28, 1980; May 19, 1980; and August 14, 1982,[1] and to propose that that agreement be further amended as follows:

A. In Part II, Particular Provisions, make the following changes:

1. In Item I, Commodity Table, under appropriate column headings, immediately before the line entitled "Total", insert a new line item as follows: "Wheat/Wheat Flour (Wheat Basis) - 1983 - 114,000 - 18.6". On the line entitled "Total", under column headed "Maximum Export Market Value (Millions)", delete "dols 50.1", and insert "dols 68.7".

2. In Item III, Usual Marketing Table, under appropriate column headings insert a new line as follows: "Wheat/Wheat Flour (Wheat Basis) - 1983 - 154,000 Metric Tons".

His Excellency

Mario Velarde Dorado

Minister of Foreign Relations and Worship

La Paz

[1] TIAS 9518, 9659, 10595; 30 UST 5595, 5655, 5658; 31 UST 5106, 5111, 5115.

3. In Item IV, Export Limitations, change the text of subparagraph (A) to read "The export limitation period shall be United States calendar years 1978, 1979, 1980, 1982, and 1983 or any other subsequent U.S. calendar years in which commodities financed under this agreement are being imported or utilized."

4. In Item V, Self-Help Measures, delete the existing language and insert the following:

"A. The Government of Bolivia agrees to undertake selp-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Bolivia agrees to undertake the following activities, and in doing so to provide adequate financial, technical, and managerial resources for their implementation. The Government of Bolivia will:

1. Strengthen and provide sufficient budgetary support for the National Plant Quarantine and Sanitation Program.

2. Reorganize and decentralize the operations of the Ministry of Campesino Affairs and Agriculture (MACA) and its autonomous agencies by strengthening the staff and improving facilities in departmental and provincial offices and assigning authority for department-wide coordination and budget preparation for all MACA activities to the departmental offices of MACA.

3. Intensify efforts to develop small farmer organizations and village infrastructure.

4. Continue to expand the coverage of the Small Farmer Credit Program (SFCP) and take necessary steps to establish the SFCP as an independent credit institution.

5. Continue to improve agricultural statistics and agricultural sector policy formation through the reorganization of MACA and the strengthening of its planning and statistics gathering capacity.

6. Continue to strengthen the Bolivian Agricultural Research and Extension System and to assure its focus on small farmer problems.

7. Continue the upgrading of the National Seed Program by increasing its coverage and efficiency.

8. Continue to support the efforts of the National University to upgrade the faculties and curriculums of the schools of agricultural sciences, especially in the agriculturally related social sciences.

9. Continue to increase budgetary support for the Ministry of Health's communicable disease control programs to ensure that these programs continue providing the same or increased levels of services.

B. In Annex A, Food for Development Program (FFD), make the following changes:

1. In Item IV, paragraph A, following the words, "...to reduce the incidence and effects of malnutrition", delete the period, and add "and to improve the economic and sectoral policy-making capacity of the government of the importing country."

2. In Item IV., paragraph C, delete the first sentence, and substitute the following:

"C. For the purposes of negotiating and executing implementaion letters, the government of the importing

country will be represented by the individual holding or acting in the Office of the Executive Director of the Title III Executive Secretariat, and the government of the exporting country will be represented by the individual holding or acting in the Office of the USAID/Bolivia Mission Director, each of whom, by written notice, may designate additional representatives."

C. In Annex B, Program Description, make the following changes:

1. In Item I, Government of Bolivia Policy Commitments, make the following changes:

A. In paragraph A:

(1) Delete subparagraph 1 in its entirety.

(2) Renumber existing subparagraph 2 as new subparagraph 1, and change the first sentence to read as follows: "That in order to improve planning, coordinating and implementation between the Ministry of Campesino Affairs and Agriculture and its decentralized autonomous institutions and projects, MACA will restructure and decentralize its operations."

(3) In the second sentence of the same subparagraph, delete all parenthetical material.

(4) Delete the final sentence of the same subparagraph.

(5) Delete existing subparagraph 3.

(6) Renumber existing subparagraph 4 as new subparagraph 2, and change it to read "As part of the first annual review of the FFD program following the effective date of the eighth amendment (or earlier by mutual agreement), the GOB agrees to review progress of the restructuring program with AID, and to incorporate specific goals and objectives based on these recommendations as benchmarks for future annual reviews of the FFD program."

(7) Renumber existing subparagraph 5 as new subparagraph 3.

B. In Item I, paragraph B, delete the numbered subparagraphs 1 through 3 and insert the following:

"1. That the floor price for locally produced wheat will be revised every three months to ensure that it is not lower than the C.I.F. La Paz price of imported wheat;

2. That all of Bolivia's domestically produced wheat of acceptable quality for milling will be purchased by private millers or through wheat collection centers without inordinate delay and at the established price;

3. To take appropriate measures to improve and increase the production of wheat seed appropriate for producing wheat for milling into flour and production of bread as part of the National Seed Program."

2. In Item II, Summary Program Description, delete the item in its entirety and substitute the following:

"II. Summary Program Description

A. Program Budget

The summary budget for the Food for Development Program is presented in Table 1, attached.

B. Specific Project Descriptions

The government of the importing country agrees to undertake the projects described below over the life of the Food for Development Program. The following are general descriptions of the objectives and parameters of the projects included in the Food for Development Program. Details regarding specific projects can be found in the proposal of the Bolivian Government for P.L. 480, Title III[1] Food for Development Program,

[1] 68 Stat. 455; 7 U.S.C. §1727.

submitted February 17, 1978. Necessary refinements or changes in the specific project descriptions included in that proposal, or more detailed information on the objectives, implementation plans, and budgets of the projects described in this Annex, will be mutually agreed to by AID and the Government of Bolivia through implementation letters.

1. Wheat Collection Centers

This project will increase rural wheat storage capacity from 3,696 MT to 8,496 MT, and help increase domestic yields of wheat suitable for milling and of other grains in traditional eastern lowland growing areas. The handling capacity for wheat and other seasonally available grains at six existing and four new wheat collection centers will be improved and expanded. The management of these centers will be assumed by appropriate private or decentralized public organizations. Considering that availability of quality seed has been identified as a critical constraint affecting both wheat and substitute grain production, assistance will be provided to increase the availability of improved seeds, and to use the collection centers as distribution points for such seed if their present location and existing infrastructure show such use to be feasible. This project will provide funding for the construction of four new centers, and the improvement of six existing wheat collection centers, the equipping of all ten centers, including appropriate transport vehicles, a rotating fund for grain purchases, and improvements in the national seed production and distribution systems.

88-093 95 – 19

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
Remodelling/Equipping of Centers	386	50	-	436
Construction of New Centers	731	74	-	805
Grain Hauling Trucks	294	-	-	294
Light Vehicles	-	96	4	100
Rotating Fund	629	-	243	872
Seed Program	-	-	1,250	1,250
Total	2,040	220	1,497	3,757

2. Development of Integral Cooperatives

This project will provide support to establish and/or strengthen up to ten integral cooperatives by providing assistnace in management systems, improving facilities and equipments, and defraying initial operating costs and other expenses required to put the organizations on a sound financial basis. The project will also finance the technical assistance team of the National Office of Integral Cooperatives (ONCICOOP).

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
ONCICOOP Advisers	498	145	122	765
Subsidies for Cooperatives	435	1,000	2,000	3,435
Total	933	1,145	2,122	4,200

3. Colonization Roads

This project supports basic road improvement in a priority colonization area. The project will finance improvement of the Chane-Pirai road as well as construction of the bridge over the Chane River. The Title III Executive Secretariat, with USAID approval,

will determine the appropriate executing entity for the work to be performed.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Shipments	1982 Shipments	1983/4 Shipments	Total 1982/84
Improvement of Chane-Pirai Road	1,011	-	-	1,011
Chane Bridge	125	95	-	220
Total	1,136	95	-	1,231

4. Reorganization of the Ministry of Campesino Affairs and Agriculture (MACA)

This activity will support the regionalization and decentralization of the Ministry of Campesino Affairs and Agriculture and its autonomous agencies as part of an effort to make the delivery of needed services more responsive to local development priorities. Funding will be provided for the construction and equipping of regional and provincial agricultural service centers and other facilities, training and technical assistance, and to defray some of the start-up costs associated with implementing MACA's decentralization scheme. MACA and the Executive Secretariat will jointly manage a staff of architects and engineers who will design and supervise the construction or remodelling of physical facilities.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Shipments	1982 Shipments	1983/4 Shipments	Total 1982/84
Remodelling and Equipping MACA Facilities	-	280	370	650
Training and Technical Assistance	-	20	21	41
MACA Restructuring Start-up Costs	-	80	80	160

Construction of Service Centers	153	100	160	413
Design and Supervision	176	20	40	236
Total	329	500	671	1,500

5. Pesticide and Plant Quarantine Program

The goal of this effort is the establishment of a program to guide the use of chemical applications by the small farm sector and to provide protection from insect and plant disease problems related to plant importation. The implementing entity is the Plant Sanitation Office of the Ministry of Campesino Affairs and Agriculture. Project funds will be used to provide additional personnel, training, laboratory equipment, equipment for control posts, construction of a laboratory for pesticide analysis, vehicles, and operating costs.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Shipments	1982 Shipments	1983/4 Shipments	Total 1982/84
Personnel	273	-	-	273
Training	14	5	5	24
Equipment	285	-	-	285
Construction of Laboratory	80	-	-	80
Vehicles	136	-	-	136
Operating Costs	127	20	5	152
Total	915	25	10	950

6. Departmental Development Corporations - Rural Development Projects

Assistance will be provided to departmental development projects and thereby improve their planning, project identification and project preparation capability. Funds will be administered by the

development corporations and made available for productive projects which will result in improved marketing, increased production efficiency, improved land utilization, introduction of more productive technology, and increased incomes for the small farmer sector. The corporations will channel investments to mixed enterprises and private sector entities in addition to carrying out their own projects.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
Projects	4,968	2,500	9,882	17,350

7. Community Conservation Projects

This project will finance community conservation activities such as reforestation, construction of check dams, land shaping, terracing, and wind breaks. The project will also organize and support practical training exercises in successful conservation techniques for campesinos, para-technicians, and technicians engaged in community conservation projects. Subprojects may be proposed and implemented by public or private organizations capable of administering them.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
Nurseries	477	100	100	677
Soil Conservation	-	70	233	303
Technical Assistance/ Training	-	-	20	20
Total	477	170	353	1,000

8. Small Irrigation Systems

This project will finance a portion of the costs associated with bringing some 8,000 hectares under irrigation through small and medium size (up to 500 hectares) projects benefiting about 6,500 small farm families throughout Bolivia. Systems will be constructed utilizing local community contributions in cash, labor, or local materials. A small amount of funds will be used to organize and conduct practical courses on design and management aspects of irrigation systems for both technicians and farmer participants. Small irrigation subprojects may be implemented by the National Community Development Service, the Departmental Development Corporations, and selected private voluntary organizations. If necessary, private consulting firms may be contracted to help with design feasibility study requirements or construction of small irrigation systems.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
Design and Supervision	395	70	60	525
Construction of Irrigation Facilities	730	581	510	1,821
Training	-	30	30	60
Total	1,125	681	600	2,406

9. Expanded Small Farmer Credit Program

The activity will provide credit to approximately 11,000 small farm families over the life of the Food for Development Program through the Small Farmer Credit Program (SFCP). The credit will be used to finance crop

production and medium and long-term small farm investments. The program will also finance a pilot agro-credit insurance effort (ASBA) which will insure about 1,650 farmers over the life of the project, where practical, credit and/or insurance provided under this project will be used on a priority basis to complement other components of the FFD program or other ongoing programs where improved technologies and supportive services are being made available to farmers. The project will finance some of the costs of establishing SFCP and ASBA offices, insurance program studies, insurance capital and agricultural credit.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Shipments	1982 Shipments	1983/4 Shipments	Total 1982/84
Small Farmer Credit Program	3,940	2,900	7,360	14,200
Agro-Credit Insurance	1,000	194	106	1,300
Total	4,940	3,094	7,466	15,500

10. Campesino Scholarship Fund

The project will provide scholarships for farm children to continue a higher level of education than that available in their own communities. Funds will pay for room and board for some 3,000 long-term scholarships over the life of the program. Funding will also be provided for campesino scholarships for short courses in areas such as soil and water management, reforestation, community project preparation, and the maintenance of farm records. Modest improvements in physical facilities at participating education institutions will also be made with project funding.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
Long Term Scholarships	464	180	390	1,034
Short Term Scholarships and Short Courses	-	140	208	348
Infrastructure Investments	28	40	50	118
Total	492	360	648	1,500

11. Rural Development Studies

Funds will be used to finance a series of studies of poorly understood problems affecting the small farmer and rural development in Bolivia. Conclusions will be directed toward the solving of these problems through specific projects or appropriate policy decisions. Problems identified in implementing the activities under the Food for Development Program will be given priority attention. The Secretariat will be responsible for selecting appropriate implementing entities.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
Studies	226	46	178	450

12. Communicable Disease Control

Financing made available will assist the Government of Bolivia to develop or expand epidemiological surveillance, case finding, control and research of several major communicable diseases which mainly affect campesino workers, such as: tuberculosis, chagas disease, malaria, measles, and polio. Implementation targets and indicators will be refined as a consequence

of epidemiological surveys so as to maximize the accomplishments during the funding period. Financing will be provided for salaries and other operating costs, vaccines, and vector control commodities and equipment. As the subprojects proceed, the Government of Bolivia gradually will assume financing of all salaries under its regular budget, while this subproject will mainly finance vaccines and other commodities.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
Malaria	2,555	417	632	3,604
Tuberculosis	291	76	200	567
Immunizations	948	209	445	1,602
Chagas Research	56	17	5	78
Yellow Fever	168	-	-	168
Total	4,018	719	1,282	6,019

13. Improved Nutrition

The goal of this project is to promote new activities and strengthen ongoing programs directed toward improving the nutritional status of the rural poor, particularly children under six and pregnant and lactating women. Financing will be provided to the National Food and Nutrition Institute (INAN) from June 1979 through December 1981 to conduct basic studies into the causes, magnitude, and location of the major nutritional problems in Bolivia. Subsequently, nutrition improvement activities will be selected by the newly formed National Nutrition Council of the Ministry of Planning, and financing for their implementation will be provided to appropriate executing agencies.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
INAN	806	-	-	806
Nutrition Intervention	-	45	249	294
Total	806	45	249	1,100

14. Policy Analysis Project

This project will provide the Government of Bolivia with technical analyses of various macroeconomic and sectoral development policy alternatives. It will help finance the operations of a policy analysis unit which will operate under the direction of a Policy Commission composed of the Minister of Planning and Coordination (Chairman), the Minister of Finance, and the President of the Central Bank. The policy analysis unit will manage studies assigned by the Policy Commission which will be carried out by short-term consultants and personnel seconded from other GOB organizations, in cooperation with private sector entities when appropriate. The project will finance salaries of permanent policy unit employees, the purchases of equipment, materials and supplies and operating expenses such as travel and per diem.

Financial Plan
(In Thousands of U.S. Dollars)

Items to be Financed	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84
Personnel	-	100	220	320
Materials, Supplies, and Equipment	-	90	70	160
Travel, per Diem, and Other Operating Expenses	-	10	10	20
Total	-	200	300	500

Updated Financial Plan
(In Thousands of U.S. Dollars)

Projects	Prior Ship-ments	1982 Ship-ments	1983/4 Ship-ments	Total 1982/84	Program
Wheat Collection Centers	2,040	220	1,497	1,717	3,757
Development of Integral Cooperatives	933	1,145	2,122	3,267	4,200
Colonization Roads	1,136	95	-	95	1,231
Reorganization of MACA	329	501	671	1,171	1,500
Pesticide and Plant Quarantine	915	25	10	35	950
Rural Development Projects	4,968	2,500	9,882	12,382	17,350
Community Conservation	477	170	353	523	1,000
Small Irrigation Systems	1,125	681	600	1,281	2,406
Expanded Small Farmer Credit	4,940	3,094	7,466	10,560	15,500
Campesino Scholarship Fund	492	360	648	1,008	1,500
Rural Development Studies	226	46	178	224	450
Communicable Disease Control	4,018	719	1,282	2,001	6,019
Improved Nutrition	806	45	249	294	1,100
Policy Analysis Project	---	200	300	500	500
Program Administration	917	200	583	783	1,700
Subtotal	23,322	10,000	25,841	35,841	59,163
Devaluation Adjustments 1/	15,264	---	---	---	15,264
Undeposited Funds 2/	573	---	---	---	573
Total	39,159	10,000	25,841	35,841	75,000

Footnotes:

1/ Represents loss in dollar value of pesos in the special account since the peso started devaluing in January 1982. Amount fluctuates with exchange rate; if current trend continues the total devaluation loss will be less. The devaluation adjustment does not affect either calculation of currency use offset during the course of the agreement or

full offset after successful completion of the program.

2/ The total undeposited amount is dols 767,609. Of this total, dols 195,010 has been commited for use in ongoing projects and the remaining dols 572,599 is presently uncommitted." [Footnotes in the original.]

3. In Annex B, Item III, delete this item in its entirety, and substitute the following:

"III Implementation Arrangements

A. Government of Bolivia Organization

The program will be implemented under the overall policy guidance of the Government of Bolivia's Joint Commission for Rural Development, which has been established to serve as the Government's representative for purposes of formally approving the program. Implementation of the program will be carried out by the Joint Commission's Executive Secretariat, which will be in charge of planning, directing, coordinating, and controlling program activities. The Executive Secretariat will be legally constituted as an autonomous public institution having the power to enter into contracts and act as its own representative in a legal capacity. Detailed implementation arrangements and specific duties of the implementation organizations mentioned below will be specified in a project implementation letter.

B. Organization and Responsibilities for the Program

1. Joint Commission for Rural Development (JCRD)

The Joint Commission will be composed of the Subsecretaries of the Ministries of Finance; Campesino Affairs and Agriculture; Industry, Commerce and Tourism; Public Health; and Planning and Coordination. The

Chairman of the Joint Commission will be the Subsecretary of the Ministry of Finance. The Joint Commission will be responsible for establishing general policy guidelines, implementation plans and programming proposals, and clearing annual reports which the Executive Secretariat prepares for the U.S. Government approval.

2. Executive Secretariat

The Executive Secretariat will be responsible for:

A. Planning, directing, coordinating, controlling, monitoring, and implementation of the program;

B. Assessing the technical and economic/financial aspects of project proposals and approving them within the limits delegated by USAID;

C. Coordinating contacts between executing agencies, the Department of Coordination and Project Control, USAID/Bolivia, and the Joint Commission;

D. Preparing and submitting shipment and financial reports in addition to a draft of the annual report, which the Joint Commission will approve, giving an overview of progress achieved to date, a comparison of goals and achievements, and accounting of the use of funds, and accounting of funds available for future uses, and recommendations for modifying and improving the Food for Development Program;

E. Designing and testing methodologies for monitoring and evaluating projects, and transferring these methodologies to entities in charge of project implementation; and

F. Carrying out other tasks delegated by the Joint Commission.

The Operating costs of the Secretariat will be financed from Title III-generated local currency.

3. Department of Coordination and Project Control (DCCP)

This office of the Ministry of Finance already exists and is responsible for the central accounting of all international loans contracted for by the Government of Bolivia. Included in its responsibilities are the tasks of disbursing funds needed by the Food for Development Program upon receipt of a disbursement request from the Executive Secretariat and reviewing all payments made by the implementing entities.

C. USAID Monitoring

Routine technical and financial monitoring will be carried out by USAID/Bolivia.

D. Evaluation Plan

The projects will be evaluated annually commencing approximately one year from the date of the first disbursement to each project. The evaluations will examine the utilization of Food for Development funds, financial aspects of project operations, project administration, and the results of the projects and their impact on target groups.

E. Savings Accounts

In order to protect the purchasing power of program resources, funds deposited in the Title III, P.L. 480 special account which will not be needed immediately to finance program activities can be invested in interest-bearing accounts upon mutual agreement by the GOB and USAID/Bolivia. Interest earned will be budgeted for program subprojects by mutual agreement between

USAID/Bolivia and the Executive Secretariat."

All other terms and conditions of the May 31, 1978 agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two Governments, effective the date of your note in reply.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

Edwin G. Corr [1]

[1] Edwin G. Corr.

The Bolivian Minister of Foreign Relations and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

La Paz, 8 de abril, 1983

Excelentísimo Señor Embajador:

Tengo el honor de dar respuesta a la atenta nota No. 5 de fecha de hoy que Vuestra Excelencia ha tenido la gentileza de hacer llegar a mi Despacho y cuyo texto es el siguiente:

"Excelencia:

Tengo el honor de referirme al Convenio para la Venta de Productos Agrícolas firmado por los representantes de nuestros dos gobiernos en fecha 31 de mayo de 1978 y enmendado por Notas Reversales fechadas el 1 de septiembre de 1978, 2 de mayo de 1979, 24 de septiembre de 1979, 6 de diciembre de 1979, 28 de febrero de 1980, 19 de mayo de 1980 y del 14 de agosto de 1982, y de proponer que el convenio sea enmendado posteriormente como sigue:

Al Excelentísimo Señor

EDWIN G. CORR

EMBAJADOR EXTRAORDINARIO Y PLENIPOTENCIARIO

DE LOS ESTADOS UNIDOS DE AMERICA EN BOLIVIA

Presente.-

A. En la parte II, Disposiciones Especiales, hacer los siguientes cambios:

1. En el Item I, Cuadro de Productos, debajo de la columna respectiva, inmediatamente antes de la línea titulada "Total", añadir una nueva línea como sigue:

"Trigo/Harina de Trigo (equivalente en trigo) - 1983 - 114,000 - 18.6".

En la línea titulada "Total", debajo de la columna "Valor Máximo del Mercado de Exportación (Millones)", quitar "US$ 50.1" y agregar "US$ 68.7".

2. En el Item III, Requisitos Normales de Comercialización debajo de las columnas respectivas añadir una nueva línea como sigue:

"Trigo/Harina de Trigo (equivalente en trigo) - 1983 - 154,000 toneladas métricas."

3. En el Ítem IV, Limitaciones a la Exportación, en el Párrafo A, Periódo de Limitaciones a la Exportación, cambiar el párrafo como se lee a continuación, "El periódo de limitaciones será el año calendario 1978, 1979, 1980, 1982 y 1983, o cualquier otro año calendario de los Estados Unidos subsiguiente en el cual los productos financiados por este convenio están siendo importados o utilizados."

4. En el Item V, Medidas de Autoayuda, quitar el lenguaje existente y agregar lo siguiente:

A. El Gobierno de Bolivia se compromete a emprender medidas de autoayuda para mejorar la producción, almacenaje, y distribución de productos agrícolas. Las

siguientes medidas de autoayuda serán implementadas para contribuir directamente al progreso del desarrollo en areas rurales pobres y para capacitar a los pobres para que participen activamente en aumentar la producción agrícola a través de la agricultura de pequeños agricultores.

B. El Gobierno de Bolivia se compromete a emprender las siguientes actividades, y al hacerlo, proveer recursos técnicos y de gerencia adecuados para su implementación. El Gobierno de Bolivia:

1. fortalecerá y proveerá suficiente apoyo presupuestario para el programa nacional de cuarentena y sanidad vegetal;

2. reorganizará y descentralizará las operaciones del Ministerio de Asuntos Campesinos y Agropecuarios (MACA) y de sus agencias autónomas a través del fortalecimiento del personal y del mejoramiento de la planta física en las oficinas departamentales y provinciales y en destinar autoridades para la coordinación y preparación de presupuestos a nivel departamental para todas las actividades del MACA en todas sus oficinas departamentales;

3. intensificará esfuerzos para desarrollar organizaciones de pequeños agricultores e infraestructura de aldeas;

4. continuará aumentando el alcance del Programa de Créditos para Pequeños Agricultores y tomará acciones necesarias para establecer el PCPA como una institución

de crédito independiente;

5. continuará mejorando estadísticas agrícolas y la formación de políticas para el sector agrícola a través de la reorganización del MACA y el fortalecimiento de su capacidad de planeamiento y de recolección de estadísticas.

6. continuará fortaleciendo el sistema boliviano de investigación y extención agrícola, asegurando su concentración en los problemas de los pequeños agricultores;

7. continuará mejorando el programa nacional de semillas aumentando su alcance y eficiencia;

8. continuará apoyando los esfuerzos de la Universidad Nacional para mejorar las facultades y los cursos de estudios de las escuelas de agronomía, especialmente en las ciencias sociales relacionadas con agronomía.

9. continuará aumentando el apoyo presupuestario para los programas del Ministerio de Salud de control de enfermedades contagiosas para asegurar que estos programas continúen proporcionando servicios en el mismo nivel o niveles superiores.

B. En el Anexo A, hacer los siguientes cambios:

1. En el Item IV, Párrafo A, después de las palabras "reducir las incidencias y los efectos de la desnutrición" quitar el punto y agregar "y mejorar la capacidad de hacer política económica y sectorial del gobierno del país importador."

2. En el Item IV, Párrafo C, quitar la primera frase y

substituir con lo siguiente:

"C. Para el propósito de negociar y suscribir las Cartas de Implementación, el Gobierno del país importador estará representado por la persona que desempeña, titular ó interinamente, el cargo de Director Ejecutivo de la Secretaría Ejectiva del Título III, y el Gobierno del país exportador estará representado por la persona que desempeña, titular o interinamente, el cargo de Director de la Misión de USAID/Bolivia, quiénes podrán nombrar representantes adicionales mediante aviso por escrito."

C. En el Anexo B, Descripción de Programa, hacer los siguientes cambios:

1. En el Item I, Compromisos de Política del Gobierno de Bolivia, hacer los siguientes cambios:

A. En el párrafo A:

(1) Quitar el subpárrafo 1 en su totalidad.

(2) Renumerar el existente subpárrafo 2 como el nuevo subpárrafo 1, y cambiar la primera frase para leer como sigue: "Que para mejorar la planificación, coordinación e implementación entre el Ministerio de Asuntos Campesinos y Agropecuarios y sus instituciones autónomas descentralizadas y proyectos, el MACA reestructurará y descentralizará sus operaciones."

(3) En la segunda frase del mismo párrafo, quitar todo material entre paréntesis.

(4) Quitar la última frase del mismo subpárrafo.

(5) Quitar el existente subpárrafo 3.

(6) Renumerar el existente subpárrafo 4 como el nuevo subpárrafo 2, y cambiarlo para leer como sigue: "Como parte de la primera revisión anual del Programa de Alimentos para el Desarrollo a partir de la fecha de vigencia de la octava enmienda (o más antes de mutuo acuerdo), el Gobierno de Bolivia acuerda en analizar, con AID, el progreso del programa de reestructuración e incorporar metas específicas y objetivos basados en aquellas recomendaciones como puntos de referencia para análisis (revisiones) anuales futuras del Programa de Alimentos para el Desarrollo."

(7) Renumerar el existente subpárrafo 5 como el nuevo subpárrafo 3.

B. En el Item I, párrafo B, quitar los subpárrafos numerados 1 a 3 y agregar lo siguiente:

"1. Que el precio mínimo para el trigo producido localmente será revisado cada tres meses para garantizar que no sea menor que el precio C.I.F. La Paz del trigo importado;

2. Que todo el trigo de Bolivia producido internamente de buena calidad para los molineros será adquirido por molineros particulares o mediante centros de acopio de trigo sin excesiva demora y al precio establecido.

3. Tomar las medidas adecuadas para mejorar e incrementar la producción de semilla de trigo apropiada para la producción de trigo para convertirla en harina y para la producción de pan como parte del Programa Nacional de Semillas."

2. En el Item II, Descripción Sumaria del Programa, quitar el Item en su totalidad y subscribir lo siguiente:

II. Descripción Sumaria del Programa

"A. Presupuesto del Programa

El resumen del presupuesto del Programa de Alimentos para el Desarrollo se presenta en el Cuadro I, adjunto.

B. Descripciones Específicas de los Proyectos

El Gobierno del país importador conviene en emprender los proyectos descritos líneas abajo en el curso del periódo de duración del Programa de Alimentos para el Desarrollo. Lo que sigue son descripciones generales de los objetivos y parámetros de los proyectos incluídos en el Programa de Alimentos para el Desarrollo. Los detalles relacionados con los proyectos específicos se encuentra en la propuesta del Gobierno de Bolivia para el Programa de Alimentos para el Desarrollo del programa PL-480, Título III, presentado el 17 de febrero de 1978. Los ajustes necesarios o cambios en las descripciones específicas de los proyectos incluídos en dicha proposición, o las informaciones más detalladas sobre los objetivos, los planes de implementación y los presupuestos de los proyectos descritos en este Anexo, serán mutuamente convenidos por AID y el Gobierno de Bolivia (GOB) a través de cartas de implementación.

1. Centros de Acopio de Trigo

Este proyecto incrementará la capacidad rural de almacenamiento de trigo de 3,696 TM a 8,496 TM, y ayudará a incrementar el rendimiento del trigo nacional

apropiado para molienda y de otros granos en las áreas tradicionales de cultivo en tierras bajas orientales. La capacidad de manipuleo de trigo y de otros granos estacionalmente disponibles en los seis centros existentes y en cuatro nuevos centros de acopio de trigo será mejorada y ampliada. La administración de estos centros será asumida por organizaciones apropriadas privadas o públicas descentralizadas. Considerando que la disponibilidad de semilla de calidad ha sido identificada como una restricción crítica que afecta a la producción de trigo y a la producción substitutiva de granos, se dará asistencia para incrementar la disponibilidad de semillas mejoradas, y para utilizar los centros de acopio como puntos de distribución para tal semilla si su ubicación actual e infraestructura existente muestran que tal uso es factible. Este proyecto proporcionará financiamiento para la construcción de cuatro nuevos centros y para el mejoramiento de los seis centros de acopio de trigo existentes, para el equipamiento de diez centros, incluyendo vehículos apropiados de transporte, un fondo rotativo para adquisiciones de grano, y mejoras en la producción nacional de semillas y en el sistema de distribución.

ASIGNACION DE FONDOS (US$000)

Items a ser Financiados	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Remodelación/Equipamiento de Centros	386	50	-	436
Construcción de Centros Nuevos	731	74	-	805
Camiones p. Transporte de Granos	294	-	-	294
Vehículos Livianos	-	96	4	100
Fondo Rotativo	629	-	243	872
Programa de Semillas	-	-	1,250	1,250
Total	2,040	220	1,497	3,757

2. Desarrollo de Cooperativas Integrales

Este proyecto proporcionará respaldo al establecimiento y/o fortalecimiento de hasta 10 cooperativas integrales mediante asistencia en sistemas de administración, mejoramiento de instalaciones y equipo, y pago de los costos inciales de operación y otros gastos requeridos para colocar a las organizaciones en una base financiera sólida. El proyecto financiará también al grupo de asistencia técnica de la Oficina Nacional de Cooperativas Integrales (ONCICOOP).

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Asesores para ONCICOOP	498	145	122	765
Subsidios para Cooperativas	435	1,000	2,000	3,435
Total	933	1,145	2,122	4,200

3. Caminos de Colonización

Este proyecto apoya mejoras básicas de caminos en areas prioritarias de colonización. El proyecto financiará el mejoramiento del camino Chané-Piraí así como la construcción del puente sobre el Río Chané. El Secretario Ejecutivo del Título III, con aprobación de USAID, determinará la entidad ejecutora apropiada para el trabajo a ser efectuado.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Mejoramiento del Camino Chané-Piraí	1,011	-	-	1,011
Puente Chané	125	95	-	220
Total	1,136	95	-	1,231

4. Reorganización del Ministerio de Asuntos Campesinos y Agropecuarios (MACA)

Esta actividad apoyará la regionalización y descentralización del Ministerio de Asuntos Campesinos y Agropecuarios y sus agencias autónomas como parte de un esfuerzo para hacer que la prestación de servicios responda más a las prioridades locales de desarrollo. Se proporcionará financiamiento para la construcción y el equipamiento de centros de servicios agrícolas regionales y provinciales y otras instalaciones, para el entrenamiento y la asistencia técnica, y para cubrir algunos de los costos de arranque relacionados con la

implementación del esquema de descentralización del MACA. El MACA y el Secretariado Ejecutivo operarán conjuntamente con un personal de arquitectos e ingenieros los cuales diseñarán y supervisarán la construcción o el remodelaje de las instalaciones físicas.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Remodelaje y Equipamiento de Instalaciones del MACA	-	280	370	650
Entrenamiento y Asistencia Técnica	-	20	21	41
Costos de arranque de Reestructuración del MACA	-	80	80	160
Construcción de Centros de Servicio	153	100	160	413
Diseño y Supervisión de Centros	176	20	40	236
Total	329	500	671	1,500

5. Programa de Control de Pesticidas y Cuarentena Vegetal

La meta de este esfuerzo es el establecimiento de un programa para orientar el uso de aplicaciones de substancias químicas por parte del sector de pequeños agricultores y para proporcionar protección contra problemas de enfermedades por insectos y plantas relacionados con importación de plantas. La entidad implementadora es la Oficina de Sanidad Vegetal del Ministerio de Asuntos Campesinos y Agropecuarios. Los fondos del proyecto serán utilizados para proporcionar personal adicional, entrenamiento, equipo de laboratorio, equipo

para puestos de control, contrucción de un laboratorio para análisis de pesticidas, vehículos y costos de operación.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Personal	273	-	-	273
Entrenamiento	14	5	5	24
Equipo	285	-	-	285
Construcción de Laboratorio	80	-	-	80
Vehículos	136	-	-	136
Costos de Operación	127	20	5	152
Total	915	25	10	950

6. Corporaciones Departamentales de Desarrollo - Proyectos de Desarrollo Rural

Se proporcionará asistencia a las Corporaciones Departamentales de Desarrollo para financiar proyectos de desarrollo rural y mejorar así su capacidad de planificación, identificación de proyectos y preparación de proyectos. Los fondos serán administrados por las Corporaciones de Desarrollo y estarán disponibles para proyectos productivos que resulten en una comercialización mejorada, eficiencia de producción incrementada, utilización de tierras mejorada, introducción de más tecnología productiva, e ingresos mejorados para el sector de pequeños agricultores. Las Corporaciones canalizarán las inversiones a empresas mixtas y entidades del sector privado además de ejecutar sus propios proyectos.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Proyectos	4,968	2,500	9,882	17,350

7. Proyectos de Conservación de la Comunidad

Este proyecto financiará actividades de conservación de la comunidad tales como reforestación, construcción de diques de regulación, condicionamiento de tierras, terraceo y rompevientos. Además el proyecto organizará y apoyará prácticas de entrenamiento en técnicas exitosas de conservación para los campesinos, para-técnicos y técnicos involucrados en proyectos de conservación de la comunidad. Los subproyectos pueden ser propuestos e implementados por organizaciones públicas y privadas con capacidad para administrarlos.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Viveros	477	100	100	677
Conservación de Suelos	-	70	233	303
Asistencia Técnica/ Entrenamiento	-	-	20	20
Total	477	170	353	1,000

8. Sistemas de Microirrigación

Este proyecto financiará una parte de los costos relacionados con la irrigación de unas 8,000 hectáreas a través de proyetos medianos y pequeños (hasta 500 hectáreas) que beneficiarán a alrededor de 6,500

familias de pequeños agricultores en todo Bolivia. Se construirán sistemas utilizando contribuciones de las comunidades locales en efectivo, mano de obra o materiales locales. Un monto pequeño de los fondos será utilizado para organizar y llevar a cabo cursos prácticos sobre aspectos de diseño y administración de sistemas de irrigación para participantes técnicos y agricultores. Los subproyectos de microirrigación pueden ser implementados por el Servicio Nacional de Desarrollo de la Comunidad, las Corporaciones de Desarrollo, y OPVs seleccionadas. En caso necesario, se podrá contratar firmas consultoras privadas para asistir en el diseño, los requisitos del estudio de factibilidad o en la construcción de los sistemas de microriego.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Diseño y Supervisión	395	70	60	525
Construcción de Sistemas de Irrigación	730	581	510	1,821
Entrenamiento	-	30	30	60
Total	1,125	681	600	2,406

9. Programa Ampliado de Crédito a Pequeños Agricultores

Esta actividad proporcionará crédito a aproximadamente 11,000 familias de pequeños agricultores durante el periódo del Programa de Alimentos para el Desarrollo a través del Programa de Crédito para Pequeños Agricultores (PCPA). El crédito será utilizado

para financiar la producción de cultivos y las inversiones a largo plazo de los pequeños agricultores. El programa financiará también un esfuerzo piloto de seguro agro-crédito (ASBA) el cual asegurará alrededor de 1,650 agricultores durante el periódo de vida del proyecto. En casos prácticos, el crédito y/o seguro proporcionado bajo este proyecto será utilizado en base prioritaria para complementar otros componentes del Programa Alimentos para el Desarrollo (APD) u otros programas en ejecución en los que se esté poniendo a disposición de los agricultores tecnologías mejoradas y servicios de apoyo. El proyecto financiará algunos de los costos del establecimiento de oficinas del PCPA y ASBA, de estudios del programa de seguros, del capital de seguros, y del crédito agrícola.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
PCPA	3,940	2,900	7,360	14,200
Seguro de Agro-Crédito	1,000	194	106	1,300
Total	4,940	3,094	7,466	15,500

10. Fondo de Becas para Campesinos

El proyecto proporcionará becas a niños agricultores para la continuación de sus estudios a un nivel educativo más alto del disponible en sus propias comunidades. Los fondos cubrirán los costos de alojamiento y alimentación de 3,000 becarios a largo

plazo durante el periódo de vida del Programa. También se proporcionará financiamiento para becas campesinas para cursos cortos en campos tales como administración de suelos y de aguas, reforestación, preparación de proyectos de la comunidad, y mantenimiento de registros agrarios. También se efectuarán mejoras modestas en las instalaciones físicas de las instituciones educacionales participantes con fondos del proyecto.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Becas, Largo Plazo	464	180	390	1,034
Becas, Cursos Cortos	-	140	208	348
Inversiones en Infraestructura	28	40	50	118
Total	492	360	648	1,500

11. Estudios de Desarrollo Rural

Los fondos serán empleados para financiar una serie de estudios sobre problemas poco comprendidos que afectan al pequeño agricultor y al desarrollo rural en Bolivia. Las conclusiones serán orientadas hacia la solución de estos problemas a través de proyectos específicos o decisiones apropiadas de política. Los problemas indentificados en la implementación de actividades bajo el Programa de Alimentos para el Desarrollo recibirán atención prioritaria. El Secretario será responsable de la selección de las entidades apropiadas de implementación.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Estudios	226	46	178	450

12. Control de Enfermedades Transmisibles

El financiamiento hecho disponible asistirá al Gobierno de Bolivia a desarrollar la vigilancia epidemiológica, la detección de casos, el control y la investigación de varias enfermedades principales que afectan particularmente a los trabajadores campesinos, tales como: tuberculosis, enfermedad de Chagas, malaria, sarampión, y polio. Las metas de implementación y los indicadores serán afinados como consequencia de las encuestas epidemiológicas para maximizar los logros durante el periódo de financiamiento. Se proporcionará financiamiento para sueldos y otros costos de operación, vacunas, y control de vectores, y equipo. A medida que el subproyecto progresa, el Gobierno de Bolivia asumirá gradualmente el financiamiento de todos los sueldos en su presupuesto regular en tanto que este subproyecto financiará principalmente las vacunas y otros productos.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Malaria	2,555	417	632	3,604
Tuberculosis	291	76	200	567

Inmunizaciones	948	209	445	1,602
Investigacion Enfermedad de Chagas	56	17	5	78
Fiebre Amarilla	168	-	-	168
Total	4,018	719	1,282	6,019

13. Nutrición Mejorada

La meta de este proyecto es promocionar nuevas actividades y fortalecer los programas en ejecución dirigidos al mejoramiento del estado nutricional de la población rural pobre, particularmente niños menores de seis años y mujeres embarazadas y lactantes. Se proporcionará financiamiento al Instituto Nacional de Alimentación y Nutrición (INAN) desde junio de 1979 hasta diciembre de 1981 para llevar a cabo estudios básicos sobre las causas, la maginitud y ubicación de los principales problemas nutricionales en Bolivia. Subsiguientemente, serán seleccionadas algunas actividades de mejoramiento de la nutrición por parte del recientemente formado Consejo Nacional de Nutrición del Ministerio de Planeamiento, y el financiamiento para su implementación será previsto a agencias ejecutorias apropiadas.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
INAN	806	-	-	806
Intervenciones de Nutrición	-	45	249	294
Total	806	45	249	1,100

14. Proyecto de Análisis de Política

Este proyecto proporcionará al Gobierno de Bolivia análisis técnicos sobre varias alternativas de política de desarrollo macro-económico y sectorial. Ayudará a financiar las operaciones de una Unidad de Análisis de Política la cual operará bajo la dirección de una Comisión Política compuesta por el Ministro de Planeamiento y Coordinación (Presidente de la Comisión), el Ministro de Finanzas, y el Presidente del Banco Central. La Unidad de Análisis de Política dirigirá los estudios asignados por la Comisión de Política los cuales serán efectuados por consultores a corto plazo y personal de otras organizaciones del GOB, en cooperación con entidades del sector privado en casos apropiados. El proyecto financiará los sueldos de los empleados permanentes de la Unidad de Política, la adquisición de equipo, materiales y abastecimientos, y los costos de operación tales como viajes y viáticos.

ASIGNACION DE FONDOS (US$000)

Partidas a ser Financiadas	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Todos los Embarques
Personal	-	100	220	320
Materiales, Abastecimientos y Equipos	-	90	70	160
Viajes, Viáticos, y otros Costos de Operación	-	10	10	20
Total	-	200	300	500

Plan Financiero Actualizado (US$000)

Proyectos	Embarques Anteriores	Embarques 1982	Embarques 1983/4	Total 1982/84	Programa
Centros de Acopio de Trigo	2,040	220	1,497	1,717	3,757
Desarrollo de Cooperativas Integrales	933	1,145	2,122	3,267	4,200
Caminos de Colonización	1,136	95	-	95	1,231
Reorganización del MACA	329	500[1]	671	1,171	1,500
Centro de Pesticidas y Quarentena Vegetal	915	25	10	35	950
Proyectos de Desarrollo Rural	4,968	2,500	9,882	12,382	17,350
Conservación de la Comunidad	477	170	353	523	1,000
Sistemas de Microirrigación	1,125	681	600	1,281	2,406
Programa Ampliado de Crédito a Pequeños Agricultores	4,940	3,094	7,466	10,560	15,500
Fondo de Becas para Campesinos	492	360	648	1,008	1,500
Estudios de Desarrollo Rural	226	46	178	224	450
Control del Enfermedades Transmisible	4,018	719	1,282	2,001	6,019
Nutrición Mejorada	806	45	249	294	1,100
Proyecto de Análisis de Política	---	200	300	500	500
Administración de Programas	917	200	583	783	1,700
Subtotal	23,322	10,000	25,841	35,841	59,163
Ajuste por Devaluación 1/	15,264	---	---	---	15,264
Fondos no Depositados 2/	573	---	---	---	573
Total	39,159	10,000	25,841	35,841	75,000

[1] Should read "501".

1/ Pérdida de su valor en dólares de los pesos en la Cuenta Especial desde que el peso empezó a devaluarse en enero pasado. El monto fluctúa con la tasa de cambio. Si esta tendencia continúa, la pérdida por devaluación será menor. El ajuste de devaluación no afecta ni el cálculo de la compensación del efectivo utilizado en el periódo del convenio ni la compensación total después de la exitosa terminación del programa.

2/ El monto total no depositado es $767,609. De este total, $195,010 han sido comprometidos para su empleo en proyectos en ejecución, quedando el resto de $572,599 no comprometido al presente."

3. En el Anexo B, Item III, quitar este Item en su totalidad, y substituir lo siguiente:

"III ARREGLOS DE IMPLEMENTACION

A. Organización del GOB

El programa será implementado bajo la orientación global de política de la Comisión Conjunta de Desarrollo Rural del GOB la cual ha sido establecida para servir como representante del GOB para fines de aprobar formalmente el Program. La Implementación del Programa estará a cargo del Secretariado Ejecutivo de la Comisión Conjunta el cual se encargará de la planificación, dirección, coordinación y control de las actividades del Programa. El Secretariado Ejectuvo estará legalmente constuído como una institución pública autónoma con poder para efectuar contratos y actuar en representación propia con habilidad legal. Los arreglos detallados de

implementación y la obligaciones específicas de las organizaciones de implementación abajo mencionadas se especificarán en una carta de implementación del proyecto.

B. Organización y Responsabilidades del Programa

1. Comisión Conjunta para Desarrollo Rural (CCDR)

La Comisión Conjunta estará compuesta por los Subsecretarios de los Ministerios de Finanzas, Asuntos Campesinos y Agropecuarios, Industria y Comercio y Turismo, Salud Pública, y Planeamiento y Coordinación. El Presidente de la Comisión Conjunta será el Subsecretario del Ministerio de Finanzas. La Comisión Conjunta será responsable del establecimiento de las pautas generales de política, planes de implementación y proposiciones de programación, y de la verificación de los informes anuales preparados por el Secretariado Ejecutivo para la revisión y aprobación por USAID/Bolivia.

2. El Secretariado Ejecutivo será responsable de:

a) Planificar, dirigir, coordinar, controlar, verificar e implementar el Programa;

b) Diagnosticar los aspectos técnicos y económicos/financieros de las proposiciones del proyecto y de aprobarlos dentro de las limitaciones delegadas por USAID;

c) Coordinar los contactos entre las agencias ejecutoras, Departamento de Coordinación y Control del Proyecto, USAID/Bolivia y la Comisión Conjunta;

d) Preparar y presentar informes de embarques y financieros además de un borrador de Informe Anual, el cual será aprobado por la Comisión Conjunta, dando una visión global del progreso logrado a la fecha, una camparación de metas y logros, la contabilidad del empleo de fondos, la contabilidad de los fondos disponibles para usos futuros y recomendaciones para modificar y mejorar el programa de Alimentos para el Desarrollo;

e) Diseño y ensayo de metodologías para la verificación y evaluación de proyectos, tranfiriendo subsiguientemente estas metodologías a entidades encargadas de la implementación del proyecto.

f) Ejecución de otras tareas delegadas por la Comisión Conjunta. Los costos de operación del Secretariado serán financiados con fondos en moneda local generados por el Título III.

3. Departamento de Coordinación y Control del Proyecto (DCCP)

Esta oficina ya existe en el Ministerio de Finanzas y es responsable de la contabilidad central de todos los préstamos internacional contraídos por el GOB. Incluídas en estas responsabilidades están las labores de desembolso de fondos necesarios para el Programa de Alimentos para el Desarrollo, al recibo de una solicitud de desemoolso del Secretariado Ejecutivo, y de la revisión de todos

los pagos efectuados por las agencias implementadoras.

C. Verificación de USAID

USAID/Bolivia efectuará una verificación rutinaria técnica y financiera.

D. Plan de Evaluación

Los proyectos serán evaluados anualmente a partir de aproximadamente un año a partir de la fecha del primer desembolso a cada proyecto. Las evaluaciones examinarán el empleo de fondos del programa Alimentos para el Desarrollo, los aspectos financieros de las operaciones del proyecto, la administración del proyecto y los resultados de los proyectos y su impacto sobre los grupos beneficiados.

E. Cuentas de Ahorros

Con el objeto de proteger el poder adquisitivo de los recursos del Programa, los fondos depositados en la Cuenta Especial del PL-480 Título III que no sean necesarios inmediatamente para financiar actividades del Programa podrán ser invertidos en cuentas que ganen intereses en mútuo acuerdo del GOB y USAID/B. Los intereses ganados serán presupuestos para subproyectos del Programa según convenio mútuo entre USAID/B y el Secretariado Ejecutivo.

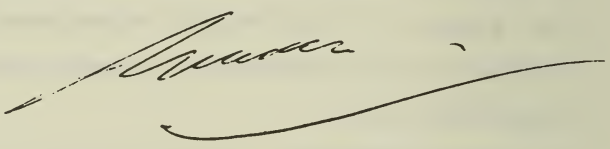
Todos los otros términos y las condiciones del acuerdo del 31 de mayo de 1978, como enmendado, quedan iguales.

Si lo precedente es aceptable a su Gobierno, propongo que esta nota, junta con su respuesta, constituyan un

acuerdo entre nuestros Gobiernos, efectivo en la fecha de su nota de contestación.

Acepte, su Excelencia, las seguridades de mi más alta y distinguida consideración."

Al manifestar a Vuestra Excelencia la conformidad de mi Gobierno con el texto de la Nota antes transcrita, aprovecho la oportunidad para renovarle las seguridades de mi consideración más alta y distinguida.



TRANSLATION

Republic of Bolivia
Ministry of Foreign Relations
and Worship

La Paz, April 8, 1983

Mr. Ambassador:

I have the honor to reply to your note No. 5 of today's date, which reads as follows:

[For the English language text, see pp. 1808-1827.]

I have the honor to inform Your Excellency that the text of the note transcribed above is acceptable to my Government, and I avail myself of the opportunity to renew to you the assurances of my highest consideration.

Mario Velarde Dorado

His Excellency
Edwin G. Corr,
Ambassador Extraordinary and
Plenipotentiary of the
United States of America,
La Paz.

The American Ambassador to the Bolivian Minister of Foreign Relations and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA

La Paz, July 15, 1983

No. 18

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed on May 31, 1978, by representatives of our two Governments, as amended, September 1, 1978; May 2, 1979; December 6, 1979; February 28, 1980; May 19, 1980; August 14, 1982; and April 8, 1983, and to propose that that agreement be further amended as follows:

A. In part II, Particular Provisions, Item I, Commodity Table, make the following changes:

1. Under appropriate column headings, insert new commodity line as follows: "Rice - 1983 - 29,000 - 8.8."

2. On line entitled "Total" delete "68.7" and insert "77.5."

His Excellency

Dr. Marcial Tamayo

Minister of Foreign Relations and Worship

La Paz

B. In Part II, Particular Provisions, Item III, Usual Marketing Table, make the following change:

Under appropriate column heading, add a new line as follows: "Rice - 1983 - none."

C. In Part II, Particular Provisions, Item IV, Export Limitations, make the following change:

To Item IV B, Commodities to Which Export Limitations Apply, following the words "and bulgur (or the same products under a different name).," change the period to a semicolon and add "and for rice--rice in the form of paddy, brown, or milled."

D. In Annex B, under Item II, Summary Program Description, make the following changes:

1. In Paragraph A, Program Budget, Table 1, Updated Financial Plan, on line entitled "Colonization Roads" under column entitled "1983/4 Shipments" insert "1,500" and under columns entitled "Total 1982/84" and "Total Program" delete "95" and "1,231" and insert "1,595" and "2,731," respectively.

2. In Paragraph A, Program Budget, Table 1, Updated Financial Plan, on line entitled "Expanded Small Farmer Credit," under columns entitled "1983/4 Shipments," "Total 1982/84," and "Total Program" delete "7,466," "10,560," and "15,500," and insert "8,466," "11,560," and "16,500," respectively.

3. In Paragraph A, Program Budget, Table 1, Updated Financial Plan, on line entitled "Subtotal" under columns entitled "1983/4 Shipments," "Total 1982/84," and

"Total Program" delete "25,841," "35,841," and "59,163" and insert "28,341," "38,341," and "61,663," respectively. On line entitled "Total" under columns entitled "1983/4 Shipments," "Total 1982/84," and "Total Program" delete "25,841," "35,841," and "75,000" and insert "28,341," "38,341," and "77,500," respectively.

4. In Paragraph B, Specific Project Descriptions, under "(3) Colonization Roads," on line entitled "Improvement of the Chane-Pirai Road," under column entitled "1983/4 Shipments" insert "1,000" and under column entitled "Total 1982/84" delete "1,011" and insert "2,011." On line entitled "Chane Bridge" under column entitled "1983/4 Shipments" insert "500" and under column entitled "Total 1982/84" delete "220" and insert "720." On line entitled "Total" under column entitled "1983/4 Shipments" insert "1,500," and under column entitled "Total 1982/84" delete "1,231" and insert "2 731."

5. In Paragraph B, Specific Project Descriptions, under "(9) Expanded Small Farmer Credit Program," on line entitled "Small Farmer Credit Program," under columns entitled "1983/4 Shipments," and "Total 1982/84" delete "7,360" and "14,200," and insert "8,360" and "15,200," respectively. On line entitled "Total" under columns entitled "1983/4 shipments," and "Total 1982/84" delete "7,466" and "15,500" and insert "8,466" and "16,500," respectively.

All other terms and conditions of the May 31, 1978 agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two Governments, effective the date of your note in reply.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

Edwin D. Corr

The Bolivian Minister of Foreign Relations and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DGAE/B/613/83 La Paz, 15 de julio, 1983

Excelentísimo Señor Embajador:

Tengo el honor de dar respuesta a la atenta nota No. 18 de fecha de hoy que Vuestra Excelencia ha tenido la gentileza de hacer llegar a mi Despacho y cuyo texto es el siguiente:

"Excelencia:

Tengo el honor de referirme al Convenio para la Venta de Productos Agrícolas firmado por los representantes de nuestros dos Gobiernos en fecha 31 de mayo de 1978 y enmendado por Notas Reversales fechadas el 1 de septiembre de 1978, 2 de mayo de 1979, 24 de septiembre de 1979, 6 de diciembre de 1979, 28 de febrero de 1980, 19 de mayo de 1980, 14 de agosto de 1982, y del 7 de abril de 1983, y de proponer que el convenio sea enmendado posteriormente como sigue:

Al Excelentísimo Señor
EDWIN G. CORR
EMBAJADOR EXTRAORDINARIO Y PLENIPOTENCIARIO
DE LOS ESTADOS UNIDOS DE AMERICA EN BOLIVIA
Presente.-

A. En el Capítulo II, Disposiciones Especiales, Item I, Cuadro de productos, hacer los siguientes cambios:

1. Debajo de la columna respectiva, añadir una nueva línea de productos como sigue: "Arroz - 1983 - 29,000 - 8.8".

2. En la línea titulada "Total" quitar "68.7" y agregar "77.5".

B. En el Capítulo II, Disposiciones Especiales, Item III, Requisitos Normales de Comercialización, hacer los cambios siguientes:

Debajo de las columnas respectivas, agregar una nueva línea como sigue: "Arroz - 1983 - nada".

C. En el Capítulo II, Disposiciones Especiales, Item IV, Limitaciones a la Exportación, hacer el siguiente cambio:

En el Item IV B, Productos Agrícolas Sujetos a las Limitaciones de Exportaciones, después de las palabras "y bulgur (o los mismos productos bajo un nombre diferente)"., cambiar el punto a un punto y coma y agregar "y para arroz -- arroz en cáscara, integral, o blanco".

D. En el Anexo B, bajo el Item II, Descripción Sumaria del Programa, hacer los siguientes cambios:

1. En el Párrafo A, Presupuesto del Programa, Cuadro I, Plan Financiero Actualizado, en la línea titulada "Caminos de Colonización" debajo de la columna titulada "Embarques 1983/4" agregar "1,500" y debajo de las columnas tituladas "Total 1982/84" y "Total Programa" quitar "95" y "1,231", y agregar "1,595" y "2,731", respectivamente.

2. En el Párrafo A, Presupuesto del Programa, Cuadro I, Plan financiero Actualizado, en la línea titulada "Programa Ampliado de Crédito a Pequeños Agricultores" debajo de las columnas tituladas "Embarques 1983/4", "Total 1982/84", y "Programa Total", quitar "7,466", "10,560", y "15,500" y agregar "8,466", "11,560", y "16,500", respectivamente.

3. En el Párrafo A, Presupuesto del Programa, Cuadro I, Plan Financiero Actualizado, en la línea titulada "Subtotal" debajo de las columnas tituladas "Embarques 1983/4", "Total 1982/84", y "Programa Total", quitar "25,841", "35,841", y "59,163", y agregar "28,341", "38,341", y "61,663", respectivamente. En la línea titulada "Total" debajo de las columnas tituladas "Embarques 1983/84", "Total 1982/84", y "Programa Total", quitar "25,841", "35,841", y "75,000" y agregar "28,341", "38,341", y "77,500", respectivamente.

4. En el Párrafo B, Descripciones Específicas de los Proyectos, bajo "(3) Caminos de Colonización", en la línea titulada "Mejoramiento del Camino Chané-Piraí", bajo la columna titulada "Embarques 1983/4" agregar "1,000" y bajo la columna titulada "Todos los Embarques" quitar "1,011" y agregar "2,011". En la línea titulada "Puente Chané" bajo la columna titulada "Embarques 1983/4" agregar "500" y bajo la columna titulada "Todos los Embarques" quitar "220" y agregar "720". En la línea titulada "Total" bajo la columna "Embarques 1983/4" agregar "1,500" y debajo la columna titulada "Todos los Embarques" quitar "1,231" y agregar "2,731".

5. En el Párrafo B, Descripciones Específicas de los Proyectos, bajo "(9) Programa Ampliado de Crédito a Pequeños Agricultores", en la línea titulada "PCPA" debajo de las columnas tituladas "Embarques 1983/4" y "Todos los Embarques" quitar "7,360" y "14,200" y agregar "8,360" y "15,200", respectivamente. En la línea titulada "Total" debajo las columnas tituladas "Embarques 1983/4" y "Todos los Embarques" quitar "7,466" y "15,500" y agregar "8,466" y "16,500", respectivamente.

Todos los otros términos y las condiciones del acuerdo del 31 de mayo de 1978, como enmendado, quedan iguales.

Si lo precedente es aceptable a su Gobierno, propongo que esta nota, junto con su respuesta, constituyan un acuerdo entre nuestros Gobiernos, efectivo en la fecha de su nota de contestación.

Acepte, su Excelencia, las seguridades de mi más alta y distinguida consideración."

Al manifestar a Vuestra Excelencia la conformidad de mi Gobierno con el texto de la Nota antes transcrita, aprovecho la oportunidad para renovarle las seguridades de mi consideración más alta y distinguida.

TRANSLATION

Republic of Bolivia
Ministry of Foreign Relations and Worship

No. DGAE/B/613/83 La Paz, July 15, 1983

Excellency:

I have the honor to reply to your note No. 18 of today's date, which reads as follows:

[For the English language text, see pp. 1854-1857.]

I should like to inform Your Excellency that my government concurs in the text of the transcribed note.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Marcial Tamayo

His Excellency
Edwin G. Corr,
Ambassador Extraordinary and Plenipotentiary
of the United States of America to Boliva,
La Paz.

The American Ambassador to the Bolivian Minister of Foreign Relations and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA

La Paz, August 29, 1983

No. 19

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed on May 31, 1978 by representatives of our two Governments, as amended by exchanges of notes dated September 1, 1978; May 2, 1979; September 24, 1979; December 6, 1979; February 28, 1980; May 19, 1980; August 14, 1982; April 8, 1983; and July 15, 1983, and to propose that that agreement be further amended as follows:

1. In part II, Particular Provisions, Item I, Commodity Table, make the following changes:

A. On the line entitled Wheat/Wheat Flour - (Wheat Basis) 1983, under the appropiate column headings delete "114,000 - 18.6" and insert "145,000 - 23.6."

B. On the line entitled "Total" delete "77.5" and insert "82.5."

2. In Annex A, Food for Development Program (FFD), under Item II B, revise the first sentence to read as follows:

His Excellency

Lic. José Ortiz Mercado

Minister of Foreign Relations and Worship

La Paz

"The government of the importing country agrees to establish a Special Account in which it will deposit, no later than 90 calendar days after the date of disbursement by the Commodity Credit Corporation, the proceeds generated from the sale of commodities provided to it for the Food for Development Program set forth in Annex B of the Agreement."

3. In Annex B, Item II, paragraph A, Program Budget Table I (Updated Financial Plan), make the following changes:

A. Small Irrigation Systems line item. Increase "1983/84 Shipments" column from "600" to "1,600." Increase "Total 1982/84" column from "1,281" to "2,281." Increase "Program" column from "2,406" to "3,406."

B. Expanded Small Farmer Credit line item. Increase "1983/84 Shipments" column from "8,466" to "9,466." Increase "Total 1982/84" column from "11,560" to "12,560." Increase "Program Total" column from "16,500" to "17,500."

C. Communicable Disease Control line item. Increase "1983/84 Shipments" column from "1,282" to "4,282." Increase "Total 1982/84" column from "2,001" to "5,001." Increase "Program Total" column from "6,019" to "9,019."

4. In Annex B, under Item II, Summary Program Description, make the following changes:

A. Project Number 8, Small Irrigation Systems. Change the first line in this paragraph to read "This Project will finance a portion of the costs associated with bringing some 11,325 hectares under irrigation through

small and medium size (up to 500 hectares) projects benefiting about 9,200 small farm families throughout Bolivia and, in particular, in the areas most affected by the drought and floods of the 1982/83 crop year."

B. Project Number 9, Expanded Small Farmer Credit Program. Change the first line in this paragraph to read "The activity will provide credit to approximately 11,000 small farm families over the life of the Food for Development Program through the Small Farmer Credit Program (SFCP) and other qualified credit institutions."

C. Project Number 12, Communicable Disease Control. Change the first sentence to read "Financing made available will assist the Government of Bolivia to develop or expand epidemiological surveillance, case finding, treatment, control and research of several major communicable diseases which mainly affect campesino workers, such as tuberculosis, chagas disease, malaria, measles, and polio."

D. Project Number 13, Improved Nutrition. Change the name of this Project from "Improved Nutrition" to "Health Services." On the Financial Plan Nutrition Intervention line item, change column "1983/84 Shipments" from "249" to "45" and change the "Total 1982/84" column from "294" to "90." Below Nutrition Intervention add additional line item "Health Surveillance" and add "44" to the "1983/84 Shipments" column and "44" to the "Total 1982/84" column. Below the "Health Surveillance" line item add additional line item "Health Care" and add

"160" to the "1983/84 Shipments" column and "160" to the "Total 1982/84" column.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two Governments, effective the date of your note in reply.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

Edwin H. Carr

The Bolivian Minister of Foreign Relations and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DGAE/B/693/83 La Paz, 29 de agosto, 1983

Excelentísimo Señor Embajador:

Tengo el honor de dar respuesta a la atenta nota No. 19 de fecha de hoy que Vuestra Excelencia ha tenido la gentileza de hacer llegar a mi Despacho y cuyo texto es el siguiente:

"Excelencia:

Tengo el honor de referirme al Convenio para la Venta de Productos Agrícolas firmado por los representantes de nuestros dos Gobiernos en fecha 31 de mayo de 1978 y enmendado por Notas Reversales fechadas el 1 de septiembre de 1978, 2 de mayo de 1979, 24 de septiembre de 1979, 6 de diciembre de 1979, 28 de febrero de 1980, 19 de mayo de 1980, 14 de agosto de 1982, 8 de abril de 1983 y 15 de julio de 1983, y de proponer que el Convenio sea enmendado posteriormente como sigue:

Al Excelentísimo Señor
EDWIN G. CORR
EMBAJADOR EXTRAORDINARIO Y PLENIPOTENCIARIO
DE LOS ESTADOS UNIDOS DE AMERICA EN BOLIVIA
Presente.-

1. En la parte II, Disposiciones Especiales, Item I, Cuadro de Productos, hacer los siguientes cambios:

A. En la línea titulada "Trigo/Harina de Trigo" (equivalente en trigo) - 1983, debajo de la columna respectiva, quitar "114,000 - 18.6" y agregar "145,000 - 23.5".

B. En la línea titulada "Total" quitar "77.5" y agregar "82.5".

2. En el Anexo A, Programa de Alimentos para el Desarrollo (PAD), bajo el Item II B, cambiar la última[1] frase como se lee a continuación:

"El Gobierno del país importador acuerda establecer una Cuenta Especial en la cual depositará, a más tardar dentro de los 90 días calendarios siguientes al desembolso de la Commodity Credit Corporation, los ingresos generados por concepto de venta de los productos suministrados por el Programa de Alimentos para el Desarrollo que se indica en el Anexo B. del Convenio".

3. En el Anexo B, Item II, párrafo A, Cuadro I del Presupuesto del Programa (Plan Financiero Actualizado) hacer los siguientes cambios:

A. Item de Sistemas de Micro Riego. Aumentar la columna de "Embarques de 1983/84" de "600" a "1,600". Aumentar en la columna "Total 1982/84" de "1,281" a "2,281". Aumentar la columna del "Programa" de "2,406" a "3,406".

B. Item de Programa Ampliado de Credito a Pequeños Agricultores. Aumentar la columna de "Embarques de

1 Should read "primer".

1983/84" de "8,466" a "9,466". Aumentar en la columna "Total 1982/84" de "11,560" a "12,560". Aumentar en la columna "Total del Programa" de "16,500" a "17,500".

C. Item de Control de Enfermedades Contagiosas. Aumentar la columna de "Embarques de 1983/84" de "1,282" a "4,282". Aumentar en la columna "Total 1982/84" de "2,001" a "5,001". Aumentar en la columna de "Total del Programa" de "6,019" a "9,019".

4. En el Anexo B, bajo el Item II, Descripción Resumida del Programa, hacer los siguientes cambios:

A. Proyecto Número 8, Sistemas de Micro Riego. Cambiar la primera línea en este párrafo para que diga "Este Proyecto, financiará una parte de los gastos relacionados con el riego de unas 11,325 hectáreas mediante proyectos pequeños y medianos (hasta de 500 hectáreas) en beneficio de alrededor de 9,200 familias de pequeños agricultores en toda Bolivia y, en particular, en las regiones más afectadas por la sequía e inundaciones del año agrícola de 1982/83".

B. Proyecto Número 9, Programa Ampliado de Crédito a Pequeños Agricultores. Cambiar la primera línea de este párrafo para que diga: "La actividad proporcionará créditos a aproximadamente 11,000 familias de pequeños agricultores durante el término del Programa de Alimentos para el Desarrollo a través del Programa de Crédito para Pequeños Agricultores (PCPA) y otras instituciones crediticias calificadas".

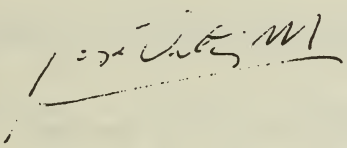
C. Proyecto Número 12, Control de Enfermedades Contagiosas. Cambiar la primera frase para que diga "El financiamiento puesto a disposición ayudará al Gobierno de Bolivia a desarrollar o ampliar la vigilancia epidemiológica, detección de casos, tratamiento, control e investigación de varias enfermedades contagiosas de seriedad que afectan principalmente a los trabajadores campesinos, tales como tuberculosis, enfermedad de Chagas, malaria, sarampión y poliomielitis".

D. Proyecto Número 13, Nutrición Mejorada. Cambiar el nombre del Proyecto de Nutrición Mejorada a "Servicios de Salubridad". En el Plan Financiero, Intervención en Nutrición, cambiar la columna de "Embarques de 1983/84" de "249" a "45" y cambiar en la columna de "Total 1982/84" de "294" a "90". Debajo de "Intervención en Nutrición" añadir un item adicional, "Supervisión de Salud" y añadir "44" a la columna de "Embarques de 1983/84" y "44" a la columna de "Total 1982/84". Debajo del item de "Supervisión de Salud" añadir un item adicional, "Salubridad", y añadir "160" a la columna de "Embarques de 1983/84" y "160" a la columna de "Total 1982/84".

Si lo precedente es aceptable a su Gobierno, propongo que esta nota, junto con su respuesta, constituyan un acuerdo entre nuestros Gobiernos, efectivo en la fecha de su nota de contestación.

Acepte, su Excelencia, las seguridades de mi más alta y distinguida consideración."

Al manifestar a Vuestra Excelencia la conformidad de mi Gobierno con el texto de la Nota antes transcrita, aprovecho la oportunidad para renovarle las seguridades de mi consideración más alta y distinguida.



TRANSLATION

Republic of Bolivia
Ministry of Foreign Relations and Worship

No. DGAE/B/693/83 La Paz, August 29, 1983

Excellency:

I have the honor to reply to your note No. 19 of today's date, which reads as follows:

[For the English language text, see pp. 1863-1866.]

I hereby inform Your Excellency that my government concurs in the text of the note transcribed above, and avail myself of this opportunity to renew to you the assurances of my highest consideration.

Jose Ortiz M.

His Excellency
Edwin G. Corr,
Ambassador Extraordinary and Plenipotentiary
of the United States of America to Bolivia,
La Paz.

The American Ambassador to the Bolivian Acting Minister of Foreign Relations and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA

La Paz, December 9, 1983

No. 28

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed on May 31, 1978 by representatives of our two Governments, as amended by exchanges of notes dated September 1, 1978; May 2, 1979; September 24, 1979; December 6, 1979; February 28, 1980; May 19, 1980; August 14, 1982; April 8, 1983; July 15, 1983; and August 29, 1983,[1] and to propose that that agreement be further amended as follows:

1. In Part II, Particular Provisions, Item I, Commodity Table, make the following changes:

A. Under appropriate column headings, insert new commodity line as follows: "Wheat/Wheat Flour (Wheat Basis) - 1983 - 60,000 - 10.0".

B. On the line entitled "Total" delete "82.5" and insert "92.5."

His Excellency
Federico Alvarez Plata
Acting Minister of Foreign Relations and Worship
La Paz

[1] TIAS 9518, 9659, 10595; 30 UST 5595, 5655, 5658; 31 UST 5106, 5111, 5115.

2. In Annex B, Item 1, Paragraph B, add a new subparagraph as follows: "4. The Government of Bolivia covenants that prior to the sale of wheat imported under this agreement sale prices will be fixed at a minimum which will reflect actual production costs for wheat and rice. The Government of Bolivia also agrees to readjust rice and wheat prices on a regular basis so that such prices do not fall below the established domestic cost of production as determined by USAID and the Ministry of Industry, Commerce and Tourism for these products."

3. In Annex B, Item II, Summary Program Description, make the following changes:

A. For Project 1, change project title from "Wheat Collection Centers" to "Promotion of National Wheat Production." Delete the existing financial plan and add the following:

"FINANCIAL PLAN
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Remodelling/equipping of centers	436	-	-	436
Construction of new centers	805	-	-	805
Grain handling trucks	294	-	-	294
Light vehicles	96	4	-	100
Rotating fund	692[1]	243	-	872
Seed Program	-	1,250	1,000	2,250
Total	2,260	1,497	1,000	4,757"

[1] Should read "629".

B. For Project 2, Development of Integral Cooperatives, delete the existing program description and financial plan and substitute the following: "This project will provide support to establish and/or strengthen up to ten integral cooperatives by providing assistance to management systems, improving facilities and equipment, and defraying some of the initial operating costs and other expenses required to put the organizations on a sound financial basis. The project will contract the National Federation of Savings and Loan Cooperatives (FENACRE) to carry out feasibility and evaluation studies in relation to forming new cooperatives or strengthening existing cooperatives. Loan funds will also be channeled through FENACRE to farmers' cooperatives for production credit throughout the country. The development of farmers' organizations in the Chapare will be promoted by the provision of technical assistance and credit through FENACRE.

FINANCIAL PLAN
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
ONCICOOP Advisers	496	-	-	496
Subsidies for Cooperatives	426	-	-	426
Cooperative Development Studies	-	122	-	122
Production Credit	1,156	3,000	-	4,156
Total	2,078	3,122	-	5,200"

C. For Project 3, change the title from "Colonization Roads" to "Access Roads and Transportation Infrastructure." Delete the existing program description and financial plan and insert the following: "This project supports access road construction and road improvements in rural areas throughout the country as well as the construction of bridges on major secondary roads. The project will finance improvements of the Chane-Pirai road as well as construction of the bridge over the Chane River. The Title III Executive Secretariat and USAID will determine the appropriate implementing entity for each project.

FINANCIAL PLAN
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Improvement of Chane-Pirai Road	1,011	1,500	-	2,511
Chane Bridge	220	-	-	220
Other access roads and bridges	-	-	2,000	2,000
Total	1,231	1,500	2,000	4,731"

D. For Project 4, Reorganization of the Ministry of Campesino Affairs and Agriculture (MACA), delete the existing financial plan and insert the following:

"FINANCIAL PLAN
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total

Remodelling and equipping MACA facilities	280	370	-	650
Training and technical assistance	20	21	-	41
MACA restructuring start-up costs	80	80	-	160
Construction of service centers	253	160	-	413
Design and supervision of centers	196	40	-	236
Total	829	671	-	1,500"

E. For Project 5, Pesticide and Plant Quarantine Program, delete the existing financial plan and insert the following:

"FINANCIAL PLAN
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Personnel	273	-	-	273
Training	19	-	-	19
Equipment	305	10	200	515
Construction of Laboratory	80	-	-	80
Vehicles	136	-	-	136
Operating costs	127	-	-	127
Total	940	10	200	1,150"

F. For Project 6, Departmental Development Corporations - Rural Development Projects, delete the existing project description and financial plan and insert

the following: "Assistance will be provided to the Departmental Development Corporations (DDC's) to: finance rural development projects; improve the DDC's ability to do effective regional planning; and identify and prepare rural development projects. Priority will be given to productive projects which will result in: improved marketing; increased production; higher incomes for small and medium sized farmers; introduction of appropriate technology; or efficient land use. These projects may be implemented by the DDC itself, decentralized public institutions, producers' associations, cooperatives, or private firms.

FINANCIAL PLAN
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Projects	8,702	8,800	1,000	18,502
Technical Assistance for DDC's	-	141	-	141
Total	8,702	8,941	1,000	18,643"

G. For Project 7, Community Conservation Projects, delete the existing financial plan and insert the following:

"FINANCIAL PLAN
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total

Nurseries	577	100	200	877
Soil Conservation	70	233	200	503
Technical Assistance and training	-	20	-	20
Total	647	353	400	1,400"

H. For Project 8, Small Irrigation Systems, delete the existing description and financial plan and insert the following: "This project will finance a portion of the costs associated with bringing some 12,500 hectares under irrigation through small and medium size (up to 500 hectares) projects benefitting about 10,000 small farm families throughout Bolivia. Particular attention will be given to assisting families in regions that have suffered from drought or floods during 1982 and 1983. Systems will be constructed utilizing local community contributions in cash, labor, or local materials. A small amount of funds will be used to organize and conduct practical courses on design and management aspects of irrigation systems for both technicians and farmer participants. Small irrigation subprojects may be implemented by the national community development service, the departmental development corporations, or selected private voluntary organizations. If necessary, private consulting firms may be contracted to help with design, feasibility study requirements or construction of small irrigation systems. The technical team of the Executive Secretariat may also assist with design of irrigation systems and will participate in monitoring and supervising construction of irrigation systems.

FINANCIAL PLAN
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Design and supervision	465	60	100	625
Construction of irrigation facilities	1,311	1,510	900	3,721
Training	30	30	-	60
Total	1,806	1,600	1,000	4,406"

I. For Project 9, Expanded Small Farmer Credit Program, delete the existing project description and financial plan and insert the following: "This activity will provide credit to approximately 20,000 small farm families over the life of the Food for Development (FFD) Program. Credit will be disbursed through the Small Farmer Credit Program (SFCP) and other qualified institutions which are acceptable to the Executive Secretariat and USAID. The credit will be used to finance crop production and medium and long-term small farm investments. The program is also financing a pilot agro-credit insurance effort (ASBA) which will insure about 1,650 farmers over the life of the project. Where practical, credit and/or insurance provided under this project will be used on a priority basis to complement other components of the FFD Program or other on-going programs where improved technologies and supportive services are being made available to farmers. The project will finance some of the costs of establishing SFCP and

ASBA offices, insurance program studies, insurance capital, and agricultural credit.

FINANCIAL PLAN
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Credit	6,568	8,538	322	15,428
Equipment for SFCP	272	-	-	272
Capital for ASBA	1,000	-	-	1,000
Operating expenses for ASBA	194	106	-	300
Total	8,034	8,644	322	17,000"

J. For Project 10, Campesino Scholarship Fund, delete the existing project description and financial plan and insert the following: "This project will provide scholarships for farm children which will enable them to obtain a higher level of education than that available in their own communities. Funds will pay for room and board for some 4,000 long-term scholarships over the life of the program. Funding will also be provided for campesino scholarships for short courses in areas such as soil and water management, reforestation, community project preparation, and the maintenance of farm records. Modest improvements in physical facilities at participating education institutions will also be made with project funding.

Financial Plan
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Long-term scholarships	644	390	800	1,834
Short-term scholarships	140	208	-	348
Infrastructure investments	68	50	200	318
Total	852	648	1,000	2,500"

K. For Project 11, Rural Development Studies, delete the existing financial plan and insert the following:

"Financial Plan
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Studies	226	46	178	450
Total	226	46	178	450"

L. For Project 12, Communicable Disease Control, delete the existing project description and financial plan and insert the following: "Financing made available will assist the Government of Bolivia (GOB) to develop or expand epidemiological surveillance, case finding, treatment, control, and research of several major communicable diseases which mainly affect campesino workers, such as: tuberculosis, Chagas disease,

malaria, measles, and polio. Implementation targets and indicators will be refined as a consequence of epidemiological surveys so as to maximize accomplishments during the funding period. Financing will be provided for salaries and other operating costs, vaccines, and vector control commodities, laboratory construction and equipment. As the subprojects proceed, the Government of Bolivia will gradually assume financing of all salaries under its regular budget, while the subproject will mainly finance vaccines and other commodities.

Financial Plan
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Malaria control program	2,972	1,632	200	4,804
Tuberculosis control program	367	682	150	1,199
Immunization program	1,157	1,271	150	2,578
Chagas research	73	5	-	78
Yellow fever control program	168	692	-	860
Total	4,737	4,282	500	9,519"

M. For Project 13, change title from "Health Services" to "Health Projects." Delete the existing project description and financial plan and insert the following: "The goal of this project is to promote new activities and strengthen on-going programs directed toward impro-

ving the health and nutritional status of the rural poor, particularly children under six and pregnant and lactating women. Financing was provided to the National Food and Nutrition Institute (INAN) from June 1979 through December 1981 to conduct basic studies into the causes, magnitude, and location of major nutritional problems in Bolivia. Subsequently, nutrition improvement activities are being selected by the National Nutrition Council of the Ministry of Planning and financing for their implementation will be provided to appropriate executing agencies. Health surveillance activities designed to monitor health standards in selected areas of the country will also be initiated by appropriate agencies. This project will also provide limited support for health and nutrition training programs, a self-financing primary health care program, and an epidemiological study of the nutritional effects of the drought in Oruro and Potosi.

Financial Plan
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
INAN	806	-	-	806
Nutrition interventions	-	25	300	325
Health surveillance	45	15	-	60
Health care	-	160	200	360

Health Education and training	-	49	-	49
Total	851	249	500	1,600"

N. For Project 14, Policy Analysis Project, delete the existing financial plan and insert the following:

Financial Plan
(in thousands of U.S. dollars)

Items to be Financed	Prior Shipments	1983 Shipments	1984 Shipments	Total
Personnel	100	220	80	400
Materials, supplies, and equipment	90	70	-	160
Travel, per diem, and other operating expenses	10	10	20	40
Total	200	300	100	600"

O. Immediately following the financial plan for the Policy Analysis Project, add two new projects as follows: "15. Secretariat for the Development of the Bolivian Tropics. This project will finance the installation and operating costs of a special unit in the existing secretariat which will guide and help promote orderly land use, settlement, production, and marketing activities in the eastern lowland areas of La Paz, Cochabamba, and Beni Departments. The Secretariat will finance studies, plan and coordinate development activities, and channel financial resources to institutions which are able to participate in the development of these areas.

Financial Plan
(in thousands of U.S. dollars)

Items to be Financed	Prior Ship-ments	1983 Ship-ments	1984 Ship-ments	Total
Personnel	-	-	450	450
Minor Infrastructure investments, equipment and furniture	-	-	100	100
Operating expenses	-	-	200	200
Studies	-	-	100	100
Support for other institutions	-	-	150	150
Total	-	-	1,000	1,000"

16. Institutional Support for Producers' Associations. This project will provide funds to strengthen producers' associations and other private farmer groups which are involved with furthering the production and marketing related interests of their membership. The funds will be utilized to: provide technical assistance to qualified groups or institutions; provide limited resources for organization of new groups such as minor infrastructure and equipment purchases and initial operating expenses; and to finance feasibility studies for projects identified by these groups.

Financial Plan
(in thousands of U.S. dollars)

Items to be Financed	Prior Ship-ments	1983 Ship-ments	1984 Ship-ments	Total
Technical Assistance	-	-	200	200

Studies	-	-	150	150
Organization, equipment and operating expenses	-	-	150	150
Total	-	-	500	500"

P. Delete the existing Summary Financial Plan and insert the following:

"SUMMARY BUDGET FOR THE FOOD FOR DEVELOPMENT PROGRAM

(in thousands of U.S. dollars)

Subproject	1978-83 Shipments	1984 Shipments	Life of Project
1. Promotion of National Wheat Production	3,757	1,000	4,757
2. Development of Integral Cooperatives	5,200	-	5,200
3. Access Roads and Transportation Infrastructure	2,731	2,000	4,731
4. Reorganization of the Ministry of Campesino Affairs and Agriculture	1,500	-	1,500
5. Pesticide Control and Plant Quarantine Program	950	200	1,150
6. Departmental Development Corporations - Rural Development Projects	17,643	1,000	18,643
7. Community Conservation Projects	1,000	400	1,400
8. Small Irrigation Systems	3,406	1,000	4,406
9. Expanded Small Farmer Credit Program	16,678	322	17,000
10. Campesino Scholarship Fund	1,500	1,000	2,500
11. Rural Development Studies	272	178	450
12. Communicable Disease Control	9,019	500	9,519

13. Health Projects	1,100	500	1,600
14. Policy Analysis Project	500	100	600
15. Secretariat for the Development of the Bolivian Tropics	-	1,000	1,000
16. Institutional Support for Producers' Associations	-	500	500
17. Administration of the Program	1,700	300	2,000
Adjustment for devaluations	15,544	-	15,544
Totals	82,500	10,000	92,500"

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two Governments, effective the date of your note in reply.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

Edwin H. Corr

The Bolivian Acting Minister of Foreign Relations and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DGAE/B 904 La Paz, 9 de diciembre, 1983

Excelentísimo Señor Embajador:

Tengo el honor de dar respuesta a la atenta nota No. 28 de fecha de hoy que Vuestra Excelencia ha tenido la gentileza de hacer llegar a mi Despacho y cuyo texto es el siguiente:

"Excelencia:

Tengo el honor de referirme al Convenio para la Venta de Productos Agrícolas firmado por los representantes de nuestros dos gobiernos en fecha 31 de mayo de 1978 y enmendado por Notas Reversales fechadas el 1° de septiembre de 1978, 2 de mayo de 1979, 24 de septiembre de 1979, 6 de diciembre de 1979, 28 de febrero de 1980, 19 de mayo de 1980, 14 de agosto de 1982, 8 de abril de 1983, 15 de julio de 1983 y 29 de agosto de 1983 y de proponer que el convenio sea enmendado posteriormente como sigue:

Al Excelentísimo Señor
EDWIN G. CORR
EMBAJADOR EXTRAORDINARIO Y PLENIPOTENCIARIO
DE LOS ESTADOS UNIDOS DE AMERICA EN BOLIVIA
Presente.-

1. En la parte II, Disposiciones Especiales, Item I, Cuadro de Productos, hacer los siguientes cambios:

A. Debajo de la columnas respectivas, agregar una línea nueva de productos como sigue: "Trigo/Harina de Trigo (equivalente en trigo) - 1983 - 60,000 - 10.0".

B. En la línea titulada "Total", quitar "82.5" y agregar "92.5".

2. En el Anexo B, Item I, párrafo B, añadir subpárrafo 4. como sigue: "El Gobierno de Bolivia acuerda que con anterioridad a la venta de trigo importado bajo este convenio, los precios de venta serán fijados en el mínimo, el cual reflejará los costos reales de producción de harina y arroz. El Gobierno de Bolivia también acuerda reajustar los precios del arroz y la harina periódicamente de tal manera que estos precios no caigan por debajo del costo de producción local establecido, según sea determinado por USAID y el Ministerio de Industria, Comercio y Turismo para estos productos".

3. En el anexo B, Item II, Descripción Sumaria del Programa, hacer los siguientes cambios:

A. Para el Proyecto 1, cambiar el título del proyecto de "Centros de Acopio de Trigo" a "Promoción de Producción Nacional de Trigo". Quitar el plan financiero actual y agregar lo siguiente:

"PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total

Remodelación/equipamiento de centros	436	-	-	436
Construcción de nuevos centros	805	-	-	805
Camiones para transporte de granos	294	-	-	294
Vehículos livianos	96	4	-	100
Fondo rotativo	629	243	-	872
Programa de semillas	-	1,250	1,000	2,250
Total	2,260	1,497	1,000	4,757"

B. Para el Proyecto 2, Desarrollo de Cooperativas Integrales, quitar la descripción del programa y el plan financiero actual y substituir lo siguiente: "Este proyecto proporcionará respaldo al establecimiento y/o fortalecimiento de hasta 10 cooperativas integrales mediante asistencia en sistemas de administración, mejoramiento de instalaciones y equipo y pago de algunos de los costos iniciales y otros gastos requeridos para colocar a las organizaciones en una base financiera sólida. El proyecto concluirá un contrato con la Federación Nacional de Cooperativas de Ahorro y Crédito (FENACRE) para que éste lleve a cabo estudios de factibilidad y evaluación en relación con la formación de nuevas cooperativas o el fortalecimiento de cooperativas existentes. Fondos de préstamo también se canalizarán a través de FENACRE a cooperativas de agricultores para créditos de producción en todo el país. El desarrollo de organizaciones de agricultores en el Chapare se promoverá por la provisión de asistencia técnica y créditos a través de FENACRE.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Asesores para ONCICOOP	496	-	-	496
Subsidios para cooperativas	426	-	-	426
Estudios para el desarrollo de cooperativas	-	122	-	122
Créditos para la producción	1,156	3,000	-	4,156
Total	2,078	3,122	-	5,200"

C. Para el Proyecto 3, cambiar el título de "Caminos de Colonización" por "Caminos Vecinales e Infraestructura de Transporte". Quitar la descripción del programa y plan financiero actual y agregar lo siguiente: "Este proyecto apoya la construcción de caminos vecinales y mejoramientos de caminos en áreas rurales en todo el país así como la construcción de puentes en caminos secundarios principales. El proyecto financiará mejoramientos del camino Chané-Piraí así como la construcción del puente sobre el Río Chané. La Secretaría Ejecutiva del Título III y USAID determinarán la entidad apropiada para la implementación de cada proyecto.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total

Mejoramiento del camino Chané-Piraí	1,011	1,500	-	2,511
Puente Chané	220	-	-	220
Otros caminos vecinales y puentes	-	-	2,000	2,000
Total	1,231	1,500	2,000	4,731"

D. Para el Proyecto 4, Reorganización del Ministerio de Asuntos Campesinos y Agropecuarios (MACA), quitar el plan financiero actual y agregar lo siguiente:

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Remodelaje/equipamiento de instalaciones del MACA	280	370	-	650
Entrenamiento y asistencia técnica	20	21	-	41
Costos de arranque de reestructuración del MACA	80	80	-	160
Construcción de centros de servicios	253	160	-	413
Diseño y supervisión de centros	196	40	-	236
Total	829	671	-	1,500"

E. Para el Proyecto 5, Programa de Control de Pesticidas y Cuarentena Vegetal, quitar el plan financiero actual y agregar lo siguiente:

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Personal	273	-	-	273
Entrenamiento	19	-	-	19
Equipo	305	10	200	515
Construcción de Laboratorio	80	-	-	80
Vehículos	136	-	-	136
Costos de Operación	127	-	-	127
Total	940	10	200	1,150"

F. Para el Proyecto 6, Corporaciones Departamentales de Desarrollo - Proyectos de Desarrollo Rural, quitar la descripción del proyecto y plan financiero actual y agregar lo siguiente: "Se proporcionará asistencia a las Corporaciones Departamentales de Desarrollo (DDC's) para: financiar proyectos de desarrollo rural; mejorar la capacidad de las DDC's de efectuar planificación regional; e identificar y preparar proyectos de desarrollo rural. Se dará prioridad a proyectos productivos que resultarán en : comercialización mejorada; producción aumentada; ingresos mayores para agricultores de pequeña y mediana escala; introducción de tecnología apropiada; o uso de terreno eficiente. Estos proyectos pueden ser implementados por la DDC misma, instituciones públicas descentralizadas, asociaciones de productores, cooperativas o empresas privadas.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Proyectos	8,702	8,800	1,000	18,502
Asistencia técnica para las DDC's	-	141	-	141
Total	8,702	8,941	1,000	18,643"

G. Para el Proyecto 7, Proyectos de Conservación de la Comunidad, quitar el plan financiero actual y agregar lo siguiente:

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Viveros	577	100	200	877
Conservación de suelos	70	233	200	503
Asistencia técnica y entrenamiento	-	20	-	20
Total	647	353	400	1,400"

H. Para el Proyecto 8, Sistemas de Microriego, quitar la descripción del proyecto y plan financiero actual y agregar lo siguiente: "Este proyecto financiará una parte de los costos relacionados con la riego de unas 12,500 hectáreas a través de proyectos pequeños y medianos (hasta 500 hectáreas) que beneficiarán a alrededor de 10,000 familias de pequeños agricultores en todo Bolivia. Atención particular será prestada para ayudar a familias en las regiones que han sufrido sequías o inundaciones durante 1982 y 1983. Se construirán Sistemas

utilizando contribuciones de comunidades locales de dinero, labores y materiales. Un monto pequeño de fondos se utilizará para organizar y conducir cursos prácticos de diseño y aspectos de administración de sistemas de riego tanto para técnicos como para agricultores participantes. Pequeños subproyectos de riego pueden ser implementados por el servicio nacional de desarrollo rural, las corporaciones departamentales o seleccionadas organizaciones privadas voluntarias. Si es necesario, firmas consultoras privadas pueden ser contratadas para ayudar con el diseño, los requisitos de estudios de factibilidad o la construcción de sistemas de riego pequeños. El equipo técnico de la Secretaría Ejecutiva también puede ayudar con el diseño de sistemas de riego y participará en la observación y supervisión de la construcción de los sistemas de riego.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Diseño y supervisión	465	60	100	625
Construcción de sistemas de riego	1,311	1,510	900	3,721
Entrenamiento	30	30	-	60
Total	1,806	1,600	1,000	4,406"

I. Para el Proyecto 9, Programa Ampliado de Crédito a Pequeños Agricultores, quitar la descripción del proyec-

to y el plan financiero actual y agregar lo siguiente: "Esta actividad proporcionará crédito a aproximadamente 20,000 familias de pequeños agricultores durante el período de existencia del Programa de Alimentos para el Desarrollo (FFD). El crédito será desembolsado a través del Programa de Crédito para Pequeños Agricultores (PCPA) y otras instituciones calificadas que sean aceptables a la Secretaría Ejecutiva y a USAID. El crédito será utilizado para financiar la producción de cosechas e inversiones a mediano y largo plazo de pequeños agricultores. El programa también financia un esfuerzo piloto de seguros sobre créditos al agro (ASBA) el cual asegurará alrededor de 1,650 agricultores durante el período del proyecto. Cuando fuera factible, créditos y/o seguros proporcionados bajo este proyecto se utilizarán con prioridad para complementar otros componentes del Programa FFD u otros programas en curso donde tecnologías mejoradas y servicios de apoyo están siendo puestos a la disponibilidad de agricultores. El proyecto financiará algunos de los costos para el establecimiento de oficinas para PCPA y ASBA, de estudios para el programa de seguros, de capital para los seguros y de créditos agrícolas.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total

Créditos	6,568	8,538	322	15,428
Equipos para PCPA	272	-	-	272
Capitales for ASBA	1,000	-	-	1,000
Gastos de operación para ASBA	194	106	-	300
Total	8,034	8,644	322	17,000"

J. Para el Proyecto 10, Fondo de Becas para Campesinos, quitar la descripción del proyecto y el plan financiero actual y agregar lo siguiente: "Este proyecto proporcionará becas a niños agricultores para la continuación de sus estudios a un nivel más alto que el disponible en sus propias comunidades. Los fondos cubrirán los costos de alojamiento y alimentación de 4,000 becarios a largo plazo durante el período del Programa. También se proporcionará financiamiento para becas campesinas para cursos cortos en campos tales como administración de suelos y de aguas, reforestación, preparación de proyectos de la comunidad y el mantenimiento de registros agrarios. También se efectuarán mejoras sencillas en las instalaciones físicas de las instituciones educacionales participantes con fondos del proyecto.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Becas de largo plazo	644	390	800	1,834

Becas de corto plazo	140	208	-	348
Inversiones en infraestructura	68	50	200	318
Total	852	648	1,000	2,500"

K. Para el Proyecto 11, Estudios de Desarrollo Rural, quitar el plan financiero actual y agregar lo siguiente:

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Estudios	226	46	178	450
Total	226	46	178	450"

L. Para el Proyecto 12, Control de Enfermedades Transmisibles, quitar la descripción del proyecto y el plan financiero actual y agregar lo siguiente "El financiamiento hecho disponible ayudará al Gobierno de Bolivia (GOB) a desarrollar o ampliar la vigilancia epidemiológica, la descubrimiento de casos, el control y la investigación de varias enfermedades transmisibles principales que afectan particularmente a los trabajadores campesinos, tales como: tuberculosis, enfermedad de Chagas, malaria, sarampión y polio. Las metas de implementación y los indicadores serán señalados como consecuencia de las encuestas epidemiológicas para llevar al máximo los logros durante el período de financiamiento. Se proporcionará financiamiento para sueldos y otros costos de operación, vacunas y control de vectores, la

construcción de un laboratorio y equipos. A medida que los subproyectos progresen, el Gobierno de Bolivia asumirá gradualmente el financiamiento de todos los sueldos en su presupuesto regular, mientras que el subproyecto financiará principalmente las vacunas y otros productos.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Programa de control de malaria	2,972	1,632	200	4,804
Programa de control de tuberculosis	367	682	150	1,199
Programa de inmunizaciones	1,157	1,271	150	2,578
Investigación de la enfermedad de Chagas	73	5	-	78
Programa de control de fiebre amarilla	168	692	-	860
Total	4,737	4,282	500	9,519"

M. Para el Proyecto 13, cambiar el título de "Servicios de Salud" a "Proyectos de Salud". Quitar la descripción del proyecto y el plan financiero actual y agregar lo siguiente: "La meta de este proyecto es promocionar nuevas actividades y fortalecer los programas en ejecución dirigidos al mejoramiento del estado nutricional y de la salud de la población rural pobre, particularmente niños menores de seis años y mujeres embarazadas y lactantes. El financiamiento fué proporcionado al Instituto Nacional de Alimentación y Nutrición (INAN)

desde junio de 1979 hasta diciembre de 1981 para llevar a cabo estudios básicos sobre las causas, la magnitud y la ubicación de los principales problemas nutricionales en Bolivia. Posteriormente, las actividades de mejoramiento de la nutrición están siendo seleccionadas por parte del Consejo Nacional de Nutrición del Ministerio de Planeamiento y el financiamiento para su implementación será proporcionado a agencias ejecutoras apropiadas. Actividades de vigilancia de la salud diseñadas para controlar niveles de salud en regiones seleccionadas del país también serán iniciadas por agencias apropiadas. Este proyecto también proporcionará aporte limitado para programas de entrenamiento de salud y nutrición, un programa de atención primaria de salud que se autofinanciará y un estudio epidemiológico de los efectos nutricionales de la sequía en Oruro y Potosí.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
INAN	806	-	-	806
Intervenciones de Nutrición	-	25	300	325
Vigilancia de salud	45	15	-	60
Atención de Salud	-	160	200	360
Educación y entrenamiento en salud	-	49	-	49
Total	851	249	500	1,600"

N. Para el Proyecto 14, Proyecto de Análisis de Política, quitar el plan financiero actual y agregar lo siguiente:

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Personal	100	220	80	400
Materiales, provisiones y equipo	90	70	-	160
Viajes, viáticos y otros costos de operación	10	10	20	40
Total	200	300	100	600"

O. Inmediatamente después del plan financiero para el Proyecto de Análisis de Política, agregar dos proyectos nuevos como sigue: "15. Secretaría para el Desarrollo del Trópico Boliviano. Este proyecto financiará la instalación y los costos de operación de una unidad especial en la Secretaría actual la cual guiará y ayudará en promocionar el uso ordenado de tierras, colonización, producción y actividades de comercialización en las zonas bajas en el oriente de los Departamentos de La Paz, Cochabamba y Beni. La Secretaría financiará estudios, planificará y coordinará actividades de desarrollo y canalizará recursos financieros a instituciones que tienen la capacidad de participar en el desarrollo de estas zonas.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total
Personal	-	-	450	450
Inversiones menores en infraestructure, equipos y muebles	-	-	100	100
Gastos de operación	-	-	200	200
Estudios	-	-	100	100
Aporte para otras instituciones	-	-	150	150
Total	-	-	1,000	1,000"

16. Aporte Institucional para Asociaciones de Productores. Este proyecto proporcionará fondos para fortalecer asociaciones de productores y otros grupos de agricultores privados que tienen que ver con la promoción de la producción e intereses relacionados con la comercialización de sus miembros. Los fondos serán utilizados para: proveer asistencia técnica a grupos o instituciones calificados; proveer recursos limitados para la organización de nuevos grupos tales como infraestructura secundaria y compras de equipos y gastos iniciales de operación; y, financiar estudios de factibilidad para proyectos identificados por estos grupos.

PLAN FINANCIERO
(en miles de dólares U.S.)

Items para ser Financiados	Embarques Anteriores	Embarques 1983	Embarques 1984	Total

Asistencia técnica	-	-	200	200
Estudios	-	-	150	150
Organización, equipos y gastos de operación	-	-	150	150
Total	-	-	500	500"

P. Quitar el Plan Financiero Sumario actual y agregar lo siguiente:

"PRESUPUESTO SUMARIO PARA EL PROGRAMA DE ALIMENTOS PARA EL DESAROLLO
(en miles de dólares U.S.)

	Subproyectos	Embarques 1978-1983	Embarques 1984	Duración del Proyecto
1.	Promoción de Producción Nacional de Trigo	3,757	1,000	4,757
2.	Desarrollo de Cooperativas Integrales	5,200	-	5,200
3.	Caminos Vecinales e Infraestructura de transporte	2,731	2,000	4,731
4.	Reorganización del Ministerio de Asuntos Campesinos y Agropecuarios	1,500	-	1,500
5.	Programa de Control de Pesticidas y Cuarentena Vegetal	950	200	1,150
6.	Corporaciones Departamentales de Desarrollo - Proyectos de Desarrollo Rural	17,643	1,000	18,643
7.	Proyectos de Conservación de la Comunidad	1,000	400	1,400
8.	Sistemas de Microriego	3,406	1,000	4,406
9.	Programa Ampliado de Crédito a Pequeños Agricultores	16,678	322	17,000
10.	Fondo de Becas para Campesinos	1,500	1,000	2,500
11.	Estudios de Desarrollo Rural	272	178	450
12.	Control de Enfermedades Transmisibles	9,019	500	9,519

13.	Proyectos de Salud	1,100	500	1,600
14.	Proyecto de Análisis de Política	500	100	600
15.	Secretaría para el Desarrollo del Trópico Boliviano	-	1,000	1,000
16.	Aporte Institucional para Asociaciones de Productores	-	500	500
17.	Administración del Programa	1,700	300	2,000
Ajuste para devaluaciones		15,544		15,544
Totales		82,500	10,000	92,500"

Si lo precedente es aceptable a su Gobierno, propongo que esta nota, junto con su respuesta, constituyan un acuerdo entre nuestros Gobiernos, efectivo en la fecha de su nota de contestación.

Acepte, su Excelencia, las seguridades de mi más alta y distinguida consideración."

Al manifestar a Vuestra Excelencia la conformidad de mi Gobierno con el texto de la Nota antes transcrita, aprovecho la oportunidad para renovarle las seguridades de mi consideración más alta y distinguida.

[1]

[1] Federico Alvarez Plata.

TRANSLATION

Republic of Bolivia
Ministry of Foreign Relations
and Worship

La Paz, December 9, 1983

No. DGAE/B 904

Mr. Ambassador:

I have the honor to reply to note No. 28 of today's date which Your Excellency graciously transmitted to my office and which reads as follows:

(For text of the U.S. note, see p. 1873-1888)

In informing Your Excellency of the concurrence of my Government with the text of the note transcribed above, I avail myself of this opportunity to renew to you the assurances of my highest consideration.

[Signature]

His Excellency
Edwin G. Corr,
Ambassador Extraordinary and Plenipotentiary
of the United States of America in Bolivia,
La Paz.

MOROCCO

Agricultural Commodities

Agreement signed at Rabat July 15, 1983;
Entered into force July 15, 1983.
And amending agreement
Effected by exchange of letters
Signed at Rabat August 26, 1983;
Entered into force August 26, 1983.

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE KINGDOM OF MOROCCO
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of Morocco agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Pramble and Parts I and III of the Agreement signed May 17, 1976,[2] together with the following Part II:

Part II. Particular Provisions:

I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Quantity (Metric Tons)	Market Value (Millions $)
Wheat	1983	192,000	25.0

II. Payment Terms: Convertible Local Currency Credit

(A) Initial Payment: None.

(B) Currency use payment: None.

(C) Number of installment payments: twenty (20).

(D) Payment: Approximately equal annual installments.

(E) Due date of first installment payment: Five (5) years after the date of last delivery of commodities in each calendar year.

(F) Initial interest rate: Three (3) percent.

(G) Continuing interest rate: Four (4) percent.

III. Usual Marketing Table:

Commodity	Imported Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat	1983	1,300,000

[1] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*
[2] TIAS 8309; 27 UST 2302.

IV. Export Limitations:

(A) The export limitation period shall be U.S. fiscal year 1983, or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

(B) For the purposes of Part I, Article III (A) (4) of this agreement, the commodities which may not be exported are:
For wheat -- wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same product under a different name).

V. Self-Help Measures:

(A) The Government of Morocco agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in rural areas and enable the poor to participate in increasing rainfed agricultural production.

(B) The Government of Morocco agrees to undertake the following activities, and in doing so to provide adequate financial, technical and managerial resources for their implementation.

1. Agricultural Policy:

(a) Maintaining for the period 1984-85, the same orientation outlined in the Indicative Development Plan of 1981-1985, in the strategy to be undertaken for the development of Rainfed Agriculture.

In this regard, a completion report setting forth all financial outlays and physical accomplishments in Rainfed Agriculture achieved in CY 1981 and CY 1982 will be submitted before December 31, 1983. The same type of report covering similar activities realized during CY 1983 will be presented before December 31, 1984.

88-093 95 – 22

(b) Set forth action programs for increased production of cereals which are components of objectives contained in the National Five Year Development Plan (1981-85) and a nation-wide strategy aimed at achieving self-sufficiency in cereals production. These action programs will contain a clear definition of respective tasks to be undertaken by all the different organizations concerned.

(c) Undertake the drafting and implementation of a master plan for the agricultural research and extension with a view to coordinating the efforts of the National Institute of Agronomic Research (INAV), the MARA Department of Extension and Agrarian Reform (DVRA), and the Department of Agricultural Education and Research (INRA).

(d) Within budgetary availabilities assure provision of material resources required by research units, laboratories, and stations concerned with research programs in dryland agriculture, with particular emphasis on the station at Settat.

VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used:

(A) The proceeds accruing to Morocco from the sale of commodities financed under this agreement will be used for financing certain of the self-help measures set forth in the agreement or activities within the Side Memorandum of Understanding accompanying it. These activities are to be exclusively within the agricultural sector in a manner designed to increase the access of the poor to an adequate, nutritious, and stable food supply. Toward this end the Government of Morocco agrees to augment its effort as follows, in:

1. Agricultural Production:

Undertake projects and programs within the rainfed agricultural sector outlined in the National Five Year Development Plan (1981-85) which will increase meaningfully the local production of food staples essential to maintaining proper nutritional levels in the diet of the Moroccan populace.

The activities to be funded in this regard with local currency proceeds accruing from sales of commodities financed under this agreement will be set forth in a Memorandum of Understanding signed by both parties, on the date that this agreement is signed. This Memorandum of Understanding sets forth specifically the activities to be financed, along with benchmark measurements of the attainments to be achieved by certain dates under each so that report(s) can be submitted at least annually with progress in each activity measured in reference to such benchmarks.

2. Food Security:

Improve the estimation and forecasting of crop production by implementing the expansion of the remote sensing for agriculture project. In support of this project, funds should be provided for vehicles and their operating costs, aerial photography as required, office and laboratory space, travel of trainees, and salary and expenses for additional professional personnel as required for the Planning and Analysis Division (DPAE) of the Ministry of Agriculture and Agrarian Reform (MARA). Details on the extent of such support to each of the foregoing components are contained in the Side Memorandum of Understanding accompanying this agreement.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. This agreement goes into effect on the date of signature.

DONE at Rabat, in duplicate, the 15th of July 1983.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

[1]

[SEAL]

FOR THE GOVERNMENT OF THE
KINGDOM OF MOROCCO

[2]

[1] R. T. Curran.
[2] Abdellatif Jouahri.

[AMENDING AGREEMENT]

The Director of the United States Agency for International Development to the Moroccan Minister of Agriculture and Agrarian Reform

EMBASSY OF THE
UNITED STATES OF AMERICA

2 6 AOUT 1983

Monsieur Hassan Lukasch
Secrétaire Général
Ministère des Finances
Rabat

Subject: First Amendment to PL 480 Title I Agreement of July 15, 1983 - Increase by $2.5 Million to $27.5 Million and Quantity by Approximately 16,000 MT to Approximately 208,000 MT

Dear Mr. Lukasch:

I have the honor to refer to the PL 480 Title I Agreement for the sale of agricultural commodities, signed by representatives of our two governments on July 15, 1983, and to propose that Part II ("Particular Provisions") of that agreement be amended as follows: Under Section I, "Commodity Table," the two sub-categories "Quantity" and "Market Value" should be amended on both lines so that "Quantity" is increased to 208,000 metric tons and "Market Value" is increased to U.S. $27.5 million. Section I as amended will read as follows:

"I. Commodity Table

Commodity	Supply Period (U.S. Fiscal Year)	Quantity (Metric Tons)	Market Value (Millions $)
Wheat	1983	208,000	27.5
Total		208,000	27.5"

All other terms and conditions of the July 15, 1983 Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your affirmative reply thereto, constitute agreement between our two Governments to the Amendment of the said Agreement, effective the date of your reply.

Sincerely,

Robert C Chase

Robert C. Chase
Director
USAID/Morocco

cc: His Excellency Othman Demnati
Minister of Agriculture and
Agrarian Reform

Mr. Mohamed Brick
Director of ONICL

The Moroccan Secretary General, Budget Division, Ministry of Finance, to the Director of the United States Agency for International Development

ROYAUME DU MAROC /EJ.

MINISTERE DES FINANCES

DIVISION DU BUDGET

Equipement

B/2

143650

1403 Kaada 17

RABAT, LE 26 AOUT 1983

/E MINISTRE DES FINANCES

/)

/)/)ONSIEUR LE DIRECTEUR DE L'ADMINISTRATION DE L'USAID

-. RABAT -

OBJET / Proposition de Premier Avenant à l'Accord du 15 Juillet 1983 entrant dans le cadre de la PL 480 Titre I. Augmentation de $ 2,5 Millions portant le total à $ 27,5 Millions et d'environ 16.000 TM portant le total à environ 208.000 TM.

---ooo---

Monsieur le Directeur,

Vous avez bien voulu m'adresser, en date du 25[1] Août 1983, une lettre ainsi libellée :

"Monsieur le Ministre,

J'ai l'honneur de me référer à l'Accord du Programme du Titre I de la Loi Publique 480 relatif à la vente de produits agricoles, signé par les représentants de nos deux gouvernements le 15 Juillet 1983, et de proposer qu'il soit apporté à la Deuxième Partie (Clauses Particulières) de cet Accord un avenant modifiant ce qui suit :

Dans la Section I "Tableau Répertoire des Denrées", les deux sous-catégories "Quantité" et "Valeur Marchande" doivent être modifiées afin de permettre d'élever la ligne "Quantité" à 208.000 Tonnes Métriques et la ligne "Valeur Marchande" à 27,5 millions de dollars U.S. La Section I comme modifiée sera ainsi lue :

I. Tableau Repértoire des Denrées

Produit	Période de Livraison (Année Fiscale Américaine)	Quantité (Tonnes Métriques)	Valeur Marchande (Millions de Dollars)
Blé	1983	208.000	27,5
Total		208.000	27,5

Tous autres termes et conditions de l'Accord du 15 Juillet 1983 restent sans changement.

[1] Should read "26".

Avec votre accord et sauf objection de votre gouvernement, je propose, que la présente note, jointe à votre réponse affirmative constituent un accord entre nos deux Gouvernements sur l'avenant mentionné et qui prendra effet à la date de votre réponse.

Veuillez agréer, Monsieur le Ministre, l'assurance de ma considération distinguée."

J'ai l'honneur de vous faire part de mon accord sur ce qui précède.

Je vous prie de Croire, Monsieur le Directeur, à l'assurance de ma considération distinguée.

Pour

TRANSLATION

Kingdom of Morocco
Ministry of Finance
Budget Division

The Minister of Finance

No. 143650 B/2

Rabat, August 26, 1983

The Director
USAID Rabat

Sir:

Subject: Proposed First Amendment to PL 480 Title I Agreement of July 15, 1983. Increase by US$2.5 million to US$27.5 million total and approximately 16,000 metric tons to approximately 208,000 metric tons total.

On August 25, 1983, you sent me a letter that reads as follows:

[For the English language text, see p. 1913.]

I have the honor to inform you of my agreement to the foregoing.

Accept, Sir, the assurances of my high consideration.

For the Minister of Finance:

Hassan Lukasch

Hassan Lukasch
Secretary General

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement amending the agreement of December 11, 1982.
Signed at Santo Domingo August 22, 1983;
Entered into force August 22, 1983.

AMENDMENT No. 1 TO THE AGREEMENT OF DECEMBER 11, 1982
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Dominican Republic agree to the following Amendment to the PL-480 Title I[1] Sales Agreement of December 11, 1982.[2]

In Part II, Particular Provisions, Item I, Commodity Table, delete existing table and substitute therefor the following table:

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Dols. Millions)
Corn/Sorghum	1983	120,000	$11.7
Edible/Vegetable Oil	1983	24,000	11.3
Total			$23.0

In Part II, Particular Provisions, Item V B (1)(B), after the existing statement "(B). Provide funding for local costs associated

1 68 Stat. 455; 7 U.S.C. §1701 *et seq.*
2 TIAS 10629.

with swine repopulation activities," add ", including small farmer credit for participation in GODR swine repopulation program."

In Part II, Particular Provisions, Item V B, renumber paragraphs 3, 4, 5, and 6 as 4, 5, 6, and 7, and add a new paragraph 3 as follows:

"3. Provide funding for local costs associated with reforestation including, inter alia, rehabilitation activities in fire damaged areas."

In Part II, Particular Provisions, Item V B (2) (C) delete entire line and substitute the following: "(C) continue efforts to improve the facilities and management of agricultural irrigation and storage facilities."

In Part II, Particular Provisions, Item V B (5)(A) delete first sentence and in its place insert "Upgrade rudimentary health and nutrition services offered to the rural poor population."

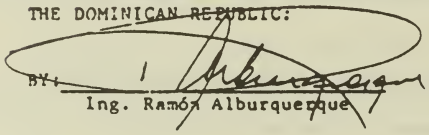
In Part II, Particular Provisions, Item V B (7) delete first line "PL-480 Financial Management" and insert "Financial/Program Management."

In Part II, Particular Provisions, Item V B (7) number first paragraph (7)(A) and add paragraph (7)(B), "Improve the overall financial management capability of selected GODR agencies."

All other terms and conditions of the December 11, 1982 Agreement remain unchanged. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

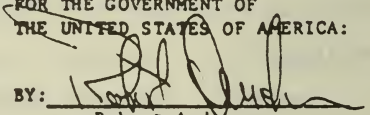
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Santo Domingo, in duplicate, the 22 day of August, 1983.

FOR THE GOVERNMENT OF
THE DOMINICAN REPUBLIC:

BY: 
Ing. Ramón Alburquerque

TITLE: Technical Secretary
of the Presidency

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

BY: 
Robert Anderson

TITLE: Ambassador

ENMIENDA NO. 1 AL ACUERDO DE FECHA 11 DE DICIEMBRE DE 1982, ENTRE
EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
Y EL GOBIERNO DE LA REPUBLICA DOMINICANA
PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana acuerdan enmendar el Acuerdo de la PL-480 Título I para la Venta de los Productos Agrícolas suscrito el 11 de diciembre de 1982 de la siguiente manera:

En la Parte II, Disposiciones Especiales, Punto I, Tabla de Productos, suprimir el cuadro existente y sustituir en su lugar el siguiente cuadro:

PUNTO I. TABLA DE PRODUCTOS:

Productos	Período Entrega (Año Fiscal de Los Estados Unidos)	Cantidad Aproximada (Toneladas Métricas)	Valor Máximo En Mercado Exportación (Millones En Dólares)
Maíz/Sorgo	1983	120,000	$11.7
Aceite comestible/vegetal	1983	24,000	11,3
TOTAL			$23.0

En la Parte II, Disposiciones Especiales, Punto V B (1) (B) después de la oración "(B) Suministrar fondos para los costos locales asociados con las actividades de repoblación porcina"., añadir ", incluyendo crédito para pequeños agricultores para participar en el programa de repoblación porcina del GORD".

En la Parte II, Disposiciones Especiales, Punto V B, renumerar los párrafos 3, 4, 5, y 6 como 4, 5, 6, y 7, y añadir un nuevo párrafo 3 como se detalla a continuación:

"3. Suministrar fondos para los costos locales asociados con las actividades de reforestación, incluyendo, entre otras, actividades de rehabilitación en las áreas dañadas por el fuego".

En la Parte II, Disposiciones Especiales, Punto V B (2)(C), suprimir la línea completa y sustituir por lo siguiente: "(C) continuar los esfuerzos para mejorar las instalaciones y la administración de la irrigación agrícola así como las facilidades de almacenaje".

En la Parte II, Disposiciones Especiales, Punto V B (5)(A), suprimir la primera oración y en su lugar insertar "Mejorar los servicios de salud y nutrición rudimentarios ofrecidos a la población pobre rural".

En la Parte II, Disposiciones Especiales, Punto V B (7), suprimir la primera línea "Administración Financiera de la PL-480" e insertar "Administración del Programa Financiero".

En la Parte II, Disposiciones Especiales, Punto V B (7), numerar el primer párrafo (7)(A), y agregar el párrafo (7)(B), "Mejorar la capacidad global de administración financiera de las agencias seleccionadas del GORD".

Todos los demás términos y condiciones del Acuerdo suscrito el 11 de diciembre de 1982 permanecen sin cambios. Este Acuerdo está preparado en inglés y en español. En el caso de ambiguedad o conflicto entre las dos versiones, la versión en inglés prevalecerá.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo. Hecho en Santo Domingo, en duplicado, el día 22 del mes de agosto de 1983.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA

POR: Ing. Ramón Alburquerque

CARGO: Secretario Técnico de la Presidencia

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR: Robert Anderson

CARGO: Embajador

EGYPT

Economic Assistance: Ismailia Thermal Power Plant

Agreement amending the agreement of May 30, 1976, as amended.
Signed at Cairo August 9, 1983;
Entered into force August 9, 1983.

A.I.D. Project No. 263-0009

SECOND AMENDMENT
TO
PROJECT GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
THE ISMAILIA THERMAL POWER PLANT

SECOND Amendment, dated August 9, 1983 to the Grant Agreement, dated May 30, 1976, as amended on September 30, 1977,[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for the Ismailia Steam Power Plant ("Grant Agreement").

The Grant Agreement is hereby amended to read as follows:

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1 TIAS 8335, 9137; 27 UST 2636; 29 UST 5631.

Article 1: The Agreement

The purpose of this Agreement is to set out the understanding of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The project, which is further described in Annex 1,[1] will consist of the construction of a 600 megawatt thermal power plant approximately 25 kilometers south of Ismailia on the shore of the Great Bitter Lake. Appropriate training of Egyptian nationals in the functioning of the plant also forms part of the Project. However, the construction services for the third 150 megawatt power unit are excluded from the definition of the Project for purposes of A.I.D. financing.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.3., without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[2] has granted the Grantee under the Grant Agreement, dated May 30, 1976, as amended on September 30, 1977, One Hundred Forty-One Million United States ("U.S.") Dollars ($141,000,000) and agrees to grant the Grantee under the terms of this Agreement an additional One Hundred Nine Million United States (U.S.") Dollars (109,000,000) for a total amount of not to exceed Two Hundred Fifty Million United States ("U.S.") Dollars ($250,000,000) ("Grant").

The Grant may be used only to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

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1 Not printed.

2 75 Stat. 424; 22 U.S.C. §2151.

SECTION 3.2. Grantee Resources for the Project.

The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is October 1, 1986, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1. no later than twelve (12) months following the PACD, September 30, 1987, or such other date as A.I.D. agrees to in writing. After such date, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. Disbursement of the Grant Funds added by the Second Amendment. Prior to any disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, of the funds added by the Second Amendment, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence that $109,000,000 of the Grant will be lent by the Government of Egypt (GOE) to the Egyptian Electricity Authority (EEA) on terms and conditions consistent with the rate of interest as approved by the appropriate authorities of the GOE.

SECTION 4.2. Additional Disbursements for Engineering, Management and Construction Monitoring. Prior to any disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, for engineering, management and construction monitoring services related to the fourth 150 megawatt power unit, the Grantee shall furnish to A.I.D., in form and substance satisfactory to A.I.D., an executed contract for engineering, management and construction monitoring services for the fourth unit.

SECTION 4.3. Additional Disbursements for Construction Services for a Fourth 150 Megawatt Unit. Prior to any disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, services for construction of the fourth 150 megawatt power unit, the Grantee shall furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An executed contract for construction services for the fourth unit; and

(b) Evidence that the Grantee has budgeted the local currency necessary for such construction, that the amount budgeted will be available to the EEA for such construction, and that the amount budgeted is consistent with the cost estimated by the consulting engineer and approved by EEA.

SECTION 4.4. Notification. When A.I.D. has determined that the conditions precedent specified above have been met, A.I.D. will promptly notify the Grantee.

SECTION 4.5. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 90 days from the date of this amended Agreement, or such later date as the Parties may agree to in writing, A.I.D. may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development of the Project.

SECTION 5.2. Operation and Maintenance. The Parties agree to operate, maintain, and repair the Ismailia power plant in conformity with sound engineering, financial, and administrative practices, and in such manner as to insure the continuing and successful achievement of the purpose of the Project.

SECTION 5.3. Financial Planning. Until a comprehensive tariff structure satisfactory to both Parties is implemented, the Grantee will ensure, unless the Parties agree otherwise in writing, that for the Egyptian Electricity Authority an acceptable annual rate of return and a sound debt ratio will be established in consultation with A.I.D.

SECTION 5.4. Decennial Liability. The Grantee agrees that contractors, architects, consultants, and subcontractors, regardless of nationality, working on this Project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. This exemption does not relieve such contractors, architects, consultants or subcontractors of their respective contractual obligations which relate to their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purpose for which they are designed and erected.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic code book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance. Ocean transportation costs will be financed under the grant only on vessels under flag registry of the United States, except as A.I.D. may otherwise agree in writing.

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee must obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services on Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or supplies, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

Article 8: Miscellaneous.

SECTION 8.1. Investment Guaranty Project Approval. Construction work to be financed under this Agreement is agreed to be a project approved by the Grantee pursuant to the agreement between it and the United States of America on the subject of investment guaranties, and no further approval by the Grantee will be required to permit the United States to issue investment guaranties under that agreement covering a contractor's investment in that project.

SECTION 8.2. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Investment Affairs and
International Cooperation
8 Adly Street
7th Floor
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

To the Implementing Organization:

Egyptian Electricity Authority
Abbassia, Cairo, Egypt

Ministry of Electricity
Abbassia, Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may substituted for the above upon the giving of notice.

SECTION 8.3. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Minister of Investment Affairs and International Cooperation and/or the Chairman of the Egyptian Electricity Authority and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.4. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

1 Not printed herein. For text, see TIAS 8830; 29 UST 501.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : Wagih Shindy

NAME : Dr. Wagih Shindy

TITLE: Minister of Investment Affairs and International Cooperation

BY : Ahmad Abdel Salam

NAME : Mr. Ahmad Abdel Salam Zaki

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY : Henry Precht

NAME : Henry Precht

TITLE: Charge d'Affaires a.i.

BY : M.P.W. Stone

NAME : M.P.W. Stone

TITLE: Director, USAID/Cairo

Implementing Organizations

In acknowledgement of the foregoing Agreement, Representatives of the implementing organizations have subscribed their names:

EGYPTIAN ELECTRICITY AUTHORITY

BY : A. Sayyad

NAME :Abdel Hamid El Sayyad

TITLE:Chairman

MINISTRY OF ELECTRICITY

BY : Mohamed Maher Abaza

NAME :Mohamed Maher Abaza

TITLE:Minister

ILLUSTRATIVE PROJECT FINANCIAL PLAN
SUMMARY OF COST ESTIMATES
U.S. DOLLARS ($000,000)

	FOREIGN EXCHANGE	LOCAL CURRENCY EQUIVALENT	TOTAL
Funding of Engineering Services for Units 1,2 and 3 and Funding of Construction of Units 1 and 2	141	55.0	196.0
Funding of Engineering and Construction of Fourth 150 Megawatt Power Unit; Training (Through Second Amendment to Grant Agreement)	109	30.4	139.4
Total	250	85.4	335.4

* Funding of the foreign exchange costs of construction of unit 3 was financed by entities other than A.I.D. [Footnote in the original.]

CANADA

Pollution: Cross Appalachian Tracer Experiment

Memorandum of understanding signed at Ottawa August 23, 1983;
Entered into force August 23, 1983.

Memorandum of Understanding for Cooperation in the Cross Appalachian Tracer Experiment between the Department of Energy of the United States, the United States Environmental Protection Agency, the United States National Oceanic and Atmospheric Administration, and the Atmospheric Environment Service of Environment Canada

Mémoire d'entente en vue de coopérer à l'expérience transappalachienne par traceur entre le Department of Energy des États-Unis l'Environmental Protection Agency des États-Unis, la National Oceanic and Atmospheric Administration des États-Unis et le Service de l'environnement atmosphérique d'Environnement Canada

MEMORANDUM OF UNDERSTANDING

ON

THE CROSS APPALACHIAN TRACER EXPERIMENT

The Parties to this Memorandum of Understanding are the United States Department of Energy (DOE), the United States National Oceanic and Atmospheric Administration (NOAA), the United States Environmental Protection Agency (EPA), and the Atmospheric Environment Service of Environment Canada (AES).

WHEREAS

The Parties have a mutual interest in understanding the mechanisms of long distance atmospheric transport and dispersion of pollutants, the theoretical modeling of those mechanisms, and the verification of those models.

The Parties recognize that understanding and modeling long distance atmospheric transport and dispersion requires that complex and extensive field experiments be conducted.

IT IS AGREED AS FOLLOWS:

I. Objective

The objective of this Memorandum of Understanding is to provide the framework for cooperation in the design and conduct of a series of joint United States-Canada meteorological experiments to verify theoretical computer codes developed to establish the meteorological aspects of the long-range transport of airborne pollutants. This experiment is to be called the "Cross Appalachian Tracer Experiment" (CAPTEX).

II. Concept

It is planned that the field operations of CAPTEX will take place during September and October 1983. A perfluorocarbon tracer will be released into the atmosphere from several locations within the United States and Canada, tentatively to include Dayton, Ohio, and Sudbury, Ontario. The dispersion of the tracer will be measured and recorded, and the results analyzed to validate the various theoretical estimates. It is anticipated that the CAPTEX field operations will involve cross-border aircraft flights and landings by both United States and Canadian sampler aircraft, and the transport of perfluorocarbon tracer, support equipment, sampling instruments, and scientific personnel between the United States and Canada.

III. Responsibilities

1. The Air Resources Laboratory (ARL) of NOAA will act for NOAA, DOE, and EPA in the coordination of field operations in the United States under this Memorandum of Understanding. These operations may include, but are not limited to, operational forecasting, surface sampler deployment, airborne sampler deployment, and data management.

2. AES will manage and coordinate field operations in Canada under this Memorandum of Understanding. These activities may include, but are not limited to, operational forecasting, surface sampler deployment, airborne sampler deployment, and associated activities in cooperation with ARL.

3. DOE will coordinate the analysis and interpretation of the results obtained from tracer samples in the United States by ARL and other agencies and in Canada by AES and other agencies.

4. Equipment and supplies provided by any Party for carrying out joint activities under this Memorandum of Understanding will be considered to be scientific in nature, not having a commercial character. Each Party will use its best efforts to obtain duty-free entry of such equipment and supplies into the United States or Canada, as the case may be.

5. Each Party will use its best efforts to assist the other Parties with respect to border formalities associated with international travel and aircraft flights under this Memorandum of Understanding.

IV. Management

Each Party will designate a Coordinator to serve as a point of contact for the planning and conduct of the experiments under this Memorandum of Understanding.

V. Intellectual Property

1. Definitions as used in this article:

(a) The term "information" includes scientific or technical data, results, or methods of research and development, and any other information intended to be provided or exchanged under this Memorandum of Understanding.

(b) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

(i) has been held in confidence by its owner;
(ii) is of a type which is customarily held in confidence by its owner;
(iii) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and
(iv) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

2. Each Party may make available to the other Parties information in the field of meteorology which they have the right to disclose, either in their possession or available to them.

3. Information arising under this Memorandum of Understanding will be exchanged promptly between the Parties after verification of data through the normal quality control procedures.

4. The Parties agree that the information provided, exchanged, or arising under this Memorandum of Understanding may be given wide distribution. Such information may be made available to the general scientific community by any Party through customary channels and in accordance with normal procedures of the Parties.

5. No proprietary information will be provided or exchanged or will arise under this Memorandum of Understanding.

6. Inventions or discoveries made or conceived in the course of or under this Memorandum of Understanding (arising inventions) will be identified and reported promptly by the inventing Party. Information regarding inventions on which patent protection is to be obtained will not be published or publicly disclosed by the Parties until a patent application has been filed in the United States or Canada, as the case may be; provided, however, that this restriction on publication or disclosure will not extend beyond six months from the date of reporting the inventions. It will be the responsibility of the Party reporting the invention to mark appropriately reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

7. Arising inventions will be owned by the inventing Party in all countries. The inventing Party will grant, to the other Party and its nationals designated by it, licenses for such inventions on a non-exclusive, irrevocable, royalty-free basis in all countries. For the purposes of this paragraph, the three United States Parties shall be considered as a single Party representing the country of the United States of America.

8. Each Party will take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of this Article.

9. Each Party will assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

VI. General Application

1. All activities under this Memorandum of Understanding are subject to the laws and regulations under which each Party operates.

2. All questions arising during the term of this Memorandum of Understanding will be settled by mutual agreement of the Parties.

3. The provisions of this Memorandum of Understanding will not affect the rights and obligations of the Parties under other agreements or arrangements. However, activities to be conducted under other agreements or arrangements may be incorporated into the framework of this Memorandum of Understanding, upon written agreement of the Parties.

4. Each Party will bear all costs incurred by it under this Memorandum of Understanding, unless otherwise agreed by the Parties in writing.

5. The ability of the Parties to carry out their obligations under this Memorandum of Understanding is subject to the availability of appropriated funds.

VII. Associate Parties

With the approval of the Coordinators designated under Article IV, ARL and AES may enter into agreements or arrangements with non-Signatory entities for collaboration in CAPTEX, and these entities will be called "Associate Parties". The terms and conditions of such agreements or arrangements will be consistent with the provisions of this Memorandum of Understanding.

VIII. Duration and Termination

1. This Memorandum of Understanding will enter into force upon the date of signature by authorized representatives of the Parties and will remain in effect until September 30, 1984.

2. This Memorandum of Understanding may be amended or extended at any time by written agreement of the Parties.

3. Any Party may withdraw from this Memorandum of Understanding at any time, upon ninety days written notice to each of the other Parties.

4. All joint efforts and experiments not completed at the expiration of this Memorandum of Understanding may be continued until their completion under terms of this Memorandum of Understanding.

MÉMOIRE D'ENTENTE

SUR L'EXPÉRIENCE TRANSAPPALACHIENNE

PAR TRACEUR

Les parties au présent mémoire d'entente sont le Department of Energy (DOE), la National Oceanic and Atmospheric Administration (NOAA) et l'Environmental Protection Agency (EPA) des États-Unis et le Service de l'environnement atmosphérique (SEA) d'Environnement Canada.

ATTENDU QUE

Il est de l'intérêt mutuel des parties de comprendre les mécanismes du transport et de la dispersion atmosphériques à distance des polluants, de construire des modèles théoriques de ces mécanismes et de les vérifier.

Les parties reconnaissent que, pour comprendre et modéliser ces mécanismes, il leur faut mener des expériences pratiques complexes et poussées.

IL EST CONVENU CE QUI SUIT :

I. Objet

L'objet du présent mémoire d'entente est de servir de plan de coopération dans la conception et l'exécution d'une campagne d'expériences météorologiques communes entre les États-Unis et le Canada, pour vérifier les codes machine théoriques mis au point pour établir les aspects météorologiques du transport à distance des polluants atmosphériques. Cette campagne porte le nom de CAPTEX (expérience transappalachienne par traceur).

II. Description

La campagne CAPTEX est prévue pour septembre et octobre 1983. Un traceur à perfluorocarbure sera libéré dans l'atmosphère en plusieurs endroits aux États-Unis et au Canada, dont font provisoirement partie Dayton (Ohio) et Sudbury (Ontario). La dispersion du traceur sera mesurée et enregistrée, puis les résultats analysés en vue de valider les diverses estimations théoriques. Au cours de la campagne, les aéronefs d'échantillonnage américain et canadien survoleront les deux pays et y atterriront, et il y aura transport du traceur, du matériel d'appui, des échantillonneurs et du personnel scientifique, entre les deux pays.

III. Attributions

1. En vertu du mémoire d'entente, l'"Air Resources Laboratory" (ARL) de la NOAA coordonnera la campagne aux États-Unis, au nom de la NOAA, du DOE et de l'EPA. Il pourra s'agir entre autres des prévisions opérationnelles, de la répartition des échantillonneurs en surface et des échantillonneurs aéroportés ainsi que de la gestion des données.

2. Le SEA gérera et coordonnera la campagne au Canada. Il pourra s'agir entre autres des prévisions opérationnelles, de la répartition des échantillonneurs en surface et des échantillonneurs aéroportés, ainsi que d'activités connexes, en coopération avec l'ARL.

3. Le DOE coordonnera l'analyse et l'interprétation des résultats obtenus à partir des échantillons du traceur aux États-Unis par l'ARL et d'autres organismes et, au Canada, par le SEA et d'autres organismes.

4. Le matériel et les fournitures provenant de l'une ou l'autre des parties en vue des activités communes assujetties au mémoire d'entente seront considérés comme étant de nature scientifique et non de nature commerciale. Ainsi, chaque partie s'efforcera d'obtenir la franchise douanière pour leur entrée aux États-Unis ou au Canada, selon le cas.

5. Chaque partie s'efforcera du mieux qu'elle peut de faciliter aux autres parties les formalités douanières liées aux déplacements et aux vols internationaux assujettis au mémoire d'entente.

IV. Gestion

Chaque partie désignera un coordonnateur qui servira de liaison pour la planification et la conduite des expériences prévues par le mémoire d'entente.

V. Propriété intellectuelle

1. Dans le présent article,

a) "renseignement" désigne les données, les résultats et les méthodes de recherche et de développement dans le domaine scientifique et technique ainsi que tout autre renseignement destiné à être fourni ou échangé en vertu du mémoire d'entente;

b) "renseignement exclusif" désigne tout renseignement qui contient un secret industriel ou tout renseignement commercial ou financier, réservé ou confidentiel, et ne peut comprendre que les renseignements suivants :

(i) un renseignement tenu pour confidentiel par son propriétaire,
(ii) un renseignement d'un type habituellement tenu pour confidentiel par son propriétaire,

(iii) un renseignement qu'une partie ne communique à d'autres personnes morales (y compris à une partie) qu'à la condition de le garder confidentiel,

(iv) un renseignement qu'une partie ne peut obtenir d'une autre source qu'à la condition d'en restreindre la diffusion.

2. Chaque partie peut révéler aux autres les renseignements météorologiques en sa possession ou à sa disposition qu'elle a le droit de divulguer.

3. Après vérification des données dans le cadre du contrôle normal de la qualité, les renseignements découlant du mémoire d'entente seront promptement échangés entre les parties.

4. Les parties conviennent que les renseignements fournis et échangés en vertu du mémoire d'entente ou qui en découlent peuvent être largement diffusés. Ainsi toute partie pourra les divulguer dans les milieux scientifiques, par les voies habituelles et conformément aux façons normales de faire des parties.

5. Aucun renseignement exclusif ne pourra être fourni ni échangé en vertu du mémoire d'entente, ni en découler.

6. Toute partie désignera et déclarera sans délai les inventions ou découvertes de ce dernier (inventions découlant du mémoire d'entente). Dans le cas d'une invention à protéger par brevet, les parties ne divulgueront aucun renseignement tant que la demande de brevet n'aura pas été déposée aux États-Unis ou au Canada, selon le cas, et ce, pour une période maximale de 6 mois à partir de la date de déclaration de l'invention. Il reviendra à la partie qui déclare l'invention de donner la cote convenable aux rapports qui la divulguent si l'invention n'est pas convenablement protégée par le dépôt de demande de brevet.

7. Dans le présent paragraphe, les trois parties des États-Unis sont considérées comme une seule représentante les États-Unis d'Amérique. Les inventions découlant du mémoire d'entente appartiennent à la partie qui les fait, dans tous les pays. Cette partie concédera à l'autre et à ses ressortissants désignés par elle les licences non exclusives, irrévocables et exemptes de redevances d'exploitation des inventions dans tous les pays.

8. Chaque partie obtiendra de ses inventeurs et de ses auteurs qu'ils respectent les dispositions du présent article.

9. Chaque partie se chargera de payer les rétributions ou les indemnités nécessaires à ses ressortissants en vertu de ses propres lois.

VI. Applications générales

1. Toutes les activités qui découlent du mémoire d'entente sont assujetties aux lois et règlements qui régissent les activités de chaque partie.

2. Toute question qui découlera du mémoire d'entente sera réglée d'un commun accord entre les parties.

3. Les dispositions du mémoire d'entente ne modifient aucunement les droits et obligations que les parties ont contractés en vertu d'autres accords ou arrangements. Toutefois, les parties peuvent, par accord écrit, faire entrer dans le cadre du mémoire d'entente des activités qui relèveront d'autres accords ou arrangements.

4. Chaque partie paiera ses propres dépenses découlant de l'application du mémoire d'entente, à moins que les parties ne s'entendent autrement par écrit.

5. Les parties assumeront leurs obligations relatives à l'application du mémoire d'entente dans la mesure où les fonds dont elle disposent le permettent.

VII. Parties associées

Avec l'approbation des coordonnateurs nommés en vertu de l'article IV, l'ARL et le SEA peuvent conclure des ententes et des arrangements avec des entités non signataires pour qu'elles collaborent au CAPTEX, ces entités devenant alors parties associées. Les conditions de telles ententes et de tels arrangements se conformeront aux dispositions du mémoire d'entente.

VIII. Durée du mémoire d'entente

1. Le mémoire d'entente prendra effet à la date de la signature par les représentants officiels des parties et prendra fin le 30 septembre 1984.

2. Sur accord écrit de toutes les parties, le mémoire d'entente peut être modifié ou sa durée prolongée à tout moment.

3. Toute partie peut se retirer du mémoire d'entente à n'importe quel moment, à condition d'avoir donné un préavis écrit de 90 jours à chacune des autres parties.

4. Toute activité ou expérience conjointe non terminée à l'expiration du mémoire d'entente pourra se poursuivre jusqu'à ce qu'elle soit terminée, conformément aux conditions du mémoire d'entente.

Done in duplicate at Ottawa in the English and French languages, both versions being equally authentic, the twenty-third day of August, 1983.

Fait en double exemplaires à Ottawa en français et en anglais, chaque version faisant également foi, ce vingt-troisième jour d'août, 1983.

For the Department of Energy, the Environmental Protection Agency and the National Oceanic and Atmospheric Administration of the United States:

Pour le Department of Energy, Environmental Protection Agency, et National Oceanic and Atmospheric Administration des États-Unis :

[1]

Ambassador of the United States to Canada

Ambassadeur des États-Unis au Canada

For Environment Canada (Atmospheric Environment Service):

Pour Environnement Canada (Service de l'environnement atmosphérique) :

[2]

Minister of the Environment

Ministre de l'Environnement

[1] Paul W. Robinson.
[2] Charles Caccia.

NEW ZEALAND

Double Taxation: Taxes on Income

Convention, with protocol, signed at Wellington July 23, 1982;
Transmitted by the President of the United States of America to the Senate August 13, 1982 (Treaty Doc. No. 97-27, 97th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations July 11, 1983 (S. Ex. Rept. No. 98-15, 98th Cong., 1st Sess.);
Advice and consent to ratification by the Senate July 27, 1983;
Ratified by the President August 23, 1983;
Ratified by New Zealand October 18, 1983;
Ratifications exchanged at Washington November 2, 1983;
Proclaimed by the President December 5, 1983;
Entered into force November 2, 1983.

By the President of the United States of America

A PROCLAMATION

Considering that:

The Convention between the United States of America and New Zealand for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income, together with a related Protocol, was signed at Wellington on July 23, 1982, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of July 27, 1983, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention, together with the related Protocol;

The Convention, together with the related Protocol, was ratified by the President of the United States of America on August 23, 1983, in pursuance of the advice and consent of the Senate, and was ratified on the part of New Zealand;

The instruments of ratification of the Convention and related Protocol were exchanged at Washington on November 2, 1983, and accordingly the Convention entered into force on November 2, 1983, its provisions to have effect as specified in Article 27;

Now therefore, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention and

related Protocol to the end that they be observed and fulfilled with good faith on and after November 2, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fifth day of December in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

CONVENTION
BETWEEN THE UNITED STATES OF AMERICA
AND NEW ZEALAND

FOR THE

AVOIDANCE OF DOUBLE TAXATION AND THE
PREVENTION OF FISCAL EVASION
WITH RESPECT TO TAXES
ON INCOME

The United States of America and New Zealand,

Desiring to conclude a convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income,

Have agreed as follows:

Article 1

GENERAL SCOPE

1. This Convention shall apply to persons who are residents of one or both of the Contracting States, except as otherwise provided in the Convention.

2. The Convention shall not restrict in any manner any exclusion, exemption, deduction, credit, or other allowance which may be accorded:

   (a) by the law of either Contracting State; or

   (b) by any other agreement between the Contracting States.

3. Notwithstanding any provision of the Convention except paragraph 4, a Contracting State may tax its residents (as determined under Article 4 (Residence)), and the United States may tax its citizens and United States companies, as if the Convention had not come into effect. For this purpose, the term "citizen" shall include a former citizen whose loss of citizenship had as one of its principal purposes the avoidance of tax, but only for a period of 10 years following such loss.

4. The provisions of paragraph 3 shall not affect:

   (a) the benefits conferred in a Contracting State under the Convention in accordance with paragraph 2 of Article 9 (Associated Enterprises), paragraph 1(b) of Article 18 (Pensions and Annuities), and Articles 22 (Relief From Double Taxation), 23 (Non-Discrimination), and 24 (Mutual Agreement Procedure); and

(b) the benefits conferred in a Contracting State under the Convention in accordance with Articles 19 (Government Service), 20 (Students), and 26 (Diplomatic Agents and Consular Officers), upon individuals who are neither citizens of, nor have immigrant status in, that State.

Article 2

TAXES COVERED

1. The existing taxes to which this Convention shall apply are:

(a) in the United States: the Federal income taxes imposed by the Internal Revenue Code[1] (but excluding the accumulated earnings tax, the personal holding company tax, and social security taxes), and the excise taxes imposed with respect to private foundations (hereinafter referred to as United States tax);

(b) in New Zealand: the income tax (but excluding the excess retention tax and the bonus issue tax) (hereinafter referred to as New Zealand tax).

2. The Convention shall apply also to any identical or substantially similar taxes which are imposed after the date of signature of the Convention in addition to, or in place of, the existing taxes. The competent authorities of the Contracting States shall notify each other of any significant changes which have been made in their respective taxation laws.

[1] 68A Stat. 3; 26 U.S.C. §§ 1-8023.

Article 3

GENERAL DEFINITIONS

1. For the purposes of this Convention, unless the context otherwise requires:

(a) the term "person" includes an individual, an estate, a trust, a company, and any other body of persons;

(b) the term "company" means any body corporate or any entity which is treated as a body corporate for tax purposes;

(c) the term "United States company" means a company which is created or organized under the laws of the United States or any State thereof or the District of Columbia;

(d) the terms "enterprise of a Contracting State" and "enterprise of the other Contracting State" mean respectively an enterprise carried on by a resident of a Contracting State and an enterprise carried on by a resident of the other Contracting State;

(e) the term "international traffic" means any transport by a ship or aircraft of an enterprise of a Contracting State, except when such transport is solely between places in the other Contracting State;

(f) the term "competent authority" means:

(i) in the United States: the Secretary of the Treasury or his delegate; and

(ii) in New Zealand: the Commissioner of Inland Revenue or his delegate;

(g) the term "United States" means the United States of America. When used in a geographical sense, it means the States thereof, the District of Columbia, the territorial waters of the United States, and any area beyond the territorial waters which, in accordance with international law and the laws of the United States is, or may hereafter be, an area within which the rights of the United States with respect to natural resources may be exercised;

(h) the term "New Zealand" means the territory of New Zealand but does not include Tokelau or the Associated Self Governing States of the Cook Islands and Niue; it also includes any area beyond the territorial sea which by New Zealand legislation and in accordance with international law has been, or may hereafter be, designated as an area in which the rights of New Zealand with respect to natural resources may be exercised;

(i) the terms "a Contracting State" and "the other Contracting State" mean the United States of America or New Zealand as the context requires;

(j) the term "tax" means United States tax or New Zealand tax as the context requires.

2. In the Convention, the terms "New Zealand tax" and "United States tax" do not include any amount which represents a penalty or interest imposed under the law of either Contracting State relating to the taxes to which the Convention applies.

3. As regards the application of the Convention by a Contracting State any term not defined therein shall, unless the context otherwise requires and subject to the provisions of Article 24 (Mutual Agreement Procedure), have the meaning which it has under the law of that State concerning the taxes to which the Convention applies.

Article 4

RESIDENCE

1. For the purposes of this Convention, the term "resident of a Contracting State" means any person who, under the laws of that State, is subject to tax therein by reason of his domicile, residence, citizenship, place of management, place of incorporation, or any other criterion of a similar nature, provided, however, that:
   (a) this term does not include any person who is subject to tax in that State in respect only of income from sources in that State, nor does it include a person who is subject to tax in that State by reason of citizenship but who is not resident in that State; and
   (b) in the case of income derived or paid by a partnership, an estate, or trust, this term applies only to the extent that the income derived by such partnership, estate, or trust is subject to tax in that State as the income of a resident, either in its hands or in the hands of its partners or beneficiaries.

The term "resident of a Contracting State" also includes a company or trust that would be subject to tax as a resident of a Contracting State but for a determination by the competent authority of that State that such company or trust is exempt from tax in that State because it is organized and operated exclusively for charitable or other purposes exempt under the law of that State.

2. Where by reason of the provisions of paragraph 1, an individual is a resident of both Contracting States, then his status shall be determined as follows:

(a) he shall be deemed to be a resident of the State in which he has a permanent home available to him; if he has a permanent home available to him in both States, he shall be deemed to be a resident of the State with which his personal and economic relations are closer (hereinafter referred to as his center of vital interests);

(b) if the State in which he has his center of vital interests cannot be determined, or if he does not have a permanent home available to him in either State, he shall be deemed to be a resident of the State in which he has an habitual abode;

(c) if he has an habitual abode in both States or in neither of them, he shall be deemed to be a resident of the State of which he is a citizen;

(d) if he is a citizen of both States or of neither of them, the competent authorities of the Contracting States shall endeavor to settle the question by mutual agreement.

3. Where by reason of the provisions of paragraph 1 a person other than an individual or a company is a resident of both Contracting States, the competent authorities of the Contracting States shall endeavor to settle the question by mutual agreement and determine the mode of application of the Convention to such person.

4. Where by reason of the provisions of paragraph 1 a company is a resident of both the Contracting States, the competent authorities of the Contracting States shall endeavor to settle the question by mutual agreement and determine whether the company is a resident solely of one Contracting State or a resident solely of the other Contracting State for any income year or taxable year as the case may be, but if the competent authorities are unable to make such determination the company shall be treated as a resident of neither Contracting State for the purposes of the Convention.

Article 5

PERMANENT ESTABLISHMENT

1. For the purposes of this Convention, the term "permanent establishment" means a fixed place of business through which the business of an enterprise is wholly or partly carried on.

2. The term "permanent establishment" includes especially:
   (a) a place of management;
   (b) a branch;
   (c) an office;
   (d) a factory;
   (e) a workshop; and
   (f) a mine, an oil or gas well, a quarry, or any other place of extraction of natural resources.
3. A building site or construction or installation project constitutes a permanent establishment only if it lasts more than twelve months.
4. An enterprise shall be deemed to have a permanent establishment in a Contracting State and to carry on business through that permanent establishment if it carries on supervisory activities in that State for more than twelve months in connection with a building site, or construction or installation project which is being undertaken in that State.
5. (a) Notwithstanding the provisions of paragraphs 3 and 4 an enterprise shall be deemed to have a permanent establishment in a Contracting State and to carry on business through that permanent establishment if it carries on activities in that State in connection with the exploration or exploitation of natural resources situated in that State;

(b) The provisions of subparagraph (a) shall not apply if such activities are carried on for a period not exceeding six months in the aggregate in any consecutive twelve month period. However for the purposes of this subparagraph activities carried on in that State by an enterprise associated with another enterprise shall be regarded as carried on by the enterprise with which it is associated if those activities are connected with activities carried on in that State by the last-mentioned enterprise. An enterprise shall be deemed to be associated with another enterprise if one is controlled directly or indirectly by the other, or if both are controlled directly or indirectly by a third person or persons.

6. Notwithstanding the preceding provisions of this Article an enterprise of a Contracting State shall not be regarded as having a permanent establishment solely as a result of one or more of the following:

(a) the use of facilities solely for the purpose of storage, display, or delivery of goods or merchandise belonging to the enterprise;

(b) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of storage, display, or delivery;

(c) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of processing by another enterprise;

(d) the maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise, or of collecting information, for the enterprise;

(e) the maintenance of a fixed place of business solely for the purpose of carrying on, for the enterprise, any other activity of a preparatory or auxiliary character.

7. Notwithstanding the provisions of paragraphs 1 and 2, where a person - other than an agent of an independent status to whom paragraph 8 applies - is acting on behalf of an enterprise and has and habitually exercises in a Contracting State an authority to conclude contracts in the name of the enterprise, that enterprise shall be deemed to have a permanent establishment in that State in respect of any activities which that person undertakes for the enterprise, unless the activities of such person are limited to those mentioned in paragraph 6 which, if exercised through a fixed place of business, would not make this fixed place of business a permanent establishment under the provisions of that paragraph.

8. An enterprise shall not be deemed to have a permanent establishment in a Contracting State merely because it carries on business in that State through a broker, general commission agent, or any other agent of an independent status, provided that such persons are acting in the ordinary course of their business.

9. The fact that a company which is a resident of a Contracting State controls or is controlled by a company which is a resident of the other Contracting State, or which carries on business in that other State (whether through a permanent establishment or otherwise), shall not of itself constitute either company a permanent establishment of the other.

Article 6

INCOME FROM REAL PROPERTY

1. Income derived by a resident of a Contracting State from real property (including income from agriculture or forestry) situated in the other Contracting State may be taxed in that other State.
2. The term "real property" shall have the meaning which it has under the law of the Contracting State in which the property in question is situated. The term shall in any case include property accessory to real property, livestock and equipment used in agriculture and forestry, rights to which the provisions of general law respecting landed property apply, usufruct of real property and rights to variable or fixed payments as consideration for the working of, or the right to work, mineral deposits, sources and other natural resources. Ships, boats and aircraft shall not be regarded as real property.

3. The provisions of paragraph 1 shall apply to income derived from the direct use, letting, subletting or use in any other form of real property.

4. The provisions of paragraphs 1 and 3 shall also apply to the income from real property of an enterprise and to income from real property used for the performance of independent personal services.

Article 7 [1]

BUSINESS PROFITS

1. The business profits of an enterprise of a Contracting State shall be taxable only in that State unless the enterprise carries on business in the other Contracting State through a permanent establishment situated therein. If the enterprise carries on business as aforesaid, the business profits of the enterprise may be taxed in the other State but only so much of them as is attributable to that permanent establishment.

2. Subject to the provisions of paragraph 3, where an enterprise of a Contracting State carries on business in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to that permanent establishment the business profits which it might be expected to make if it were a distinct and independent

[1] See Protocol, p. 49.

enterprise engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the enterprise of which it is a permanent establishment and with any other associated enterprise.

3. In determining the business profits of a permanent establishment, there shall be allowed as deductions expenses which are incurred for the purposes of the permanent establishment, including executive and general administrative expenses, research and development expenses and interest, whether incurred in the State in which the permanent establishment is situated or elsewhere.

4. No business profits shall be attributed to a permanent establishment by reason of the mere purchase by that permanent establishment of goods or merchandise for the enterprise.

5. The business profits to be attributed to the permanent establishment shall be determined by the same method year by year unless there is good and sufficient reason to the contrary.

6. Where business profits include items of income which are dealt with separately in other Articles of the Convention, then the provisions of those Articles shall not be affected by the provisions of this Article.

7. Nothing in this Article shall prevent either Contracting State from taxing according to its law the income or profits from the business of any form of insurance.

Article 8

SHIPPING AND AIR TRANSPORT

1. Profits of an enterprise of a Contracting State from the operation of ships or aircraft in international traffic shall be taxable only in that State.
2. Profits of an enterprise of a Contracting State referred to in paragraph 1 from the rental of ships or aircraft or from the use, maintenance, or rental of containers (including trailers, barges, and related equipment for the transport of containers) shall be taxable only in that State to the extent that those ships, aircraft or containers are used in international traffic and such profits are incidental to the profits of that enterprise described in paragraph 1.
3. The provisions of paragraphs 1 and 2 shall also apply to profits from participation in a pool, a joint business, or an international operating agency.

Article 9

ASSOCIATED ENTERPRISES

1. Where
   (a) an enterprise of a Contracting State participates directly or indirectly in the management, control or capital of an enterprise of the other Contracting State; or

(b) the same persons participate directly or indirectly in the management, control, or capital of an enterprise of a Contracting State and an enterprise of the other Contracting State,

and in either case conditions are made or imposed between the two enterprises in their commercial or financial relations which differ from those which would be made between independent enterprises, then any profits which, but for those conditions would have accrued to one of the enterprises, but by reason of those conditions have not so accrued, may be included in the profits of that enterprise and taxed accordingly.

2. Where a Contracting State includes in the profits of an enterprise of that State, and taxes accordingly, profits on which an enterprise of the other Contracting State has been charged to tax in that other State, and the profits so included are profits which would have accrued to the enterprise of the first-mentioned State if the conditions made between the two enterprises had been those which would have been made between independent enterprises, then that other State shall make an appropriate adjustment to the amount of the tax charged therein on those profits. In determining such adjustment, due regard shall be paid to the other provisions of this Convention and the competent authorities of the Contracting States shall if necessary consult each other.

3. Nothing in this Article shall affect the application of any law of a Contracting State relating to the determination of the tax liability of a person, including determinations in cases where the information available to the competent authority of that State is inadequate to determine the income to be attributed to an enterprise, provided that, on the basis of available information, the determination of that tax liability is consistent with the principles stated in this Article.

Article 10[1]

DIVIDENDS

1. Dividends paid by a company which is a resident of a Contracting State to a resident of the other Contracting State may be taxed in that other State.
2. However, such dividends may also be taxed in the Contracting State of which the company paying the dividends is a resident, and according to the laws of that State, but if the beneficial owner of the dividends is a resident of the other Contracting State, the tax so charged shall not exceed 15 percent of the gross amount of the dividends. The competent authorities of the Contracting States shall endeavor to settle the mode of application of this limitation.

[1] See Protocol, p. 49.

This paragraph shall not affect the taxation of the company in respect of the profits out of which the dividends are paid.

3. The provisions of paragraph 2 shall not apply if the beneficial owner of the dividends, being a resident of a Contracting State, carries on business in the other Contracting State, of which the company paying the dividends is a resident, through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the dividends are attributable to such permanent establishment or fixed base. In such case the provisions of Article 7 (Business Profits) or Article 14 (Independent Personal Services), as the case may be, shall apply.

4. A Contracting State may not impose any tax on dividends paid by a company which is not a resident of that State, except insofar as:

   (a) the dividends are paid to a resident of that State, or

   (b) the dividends are attributable to a permanent establishment or a fixed base of the beneficial owner of the dividends situated in that State, or

   (c) the dividends are paid out of profits attributable to one or more permanent establishments of such company in that State, provided that the gross income of the company attributable to such permanent establishment constituted at least 50 percent of the company's gross income from all sources, or

(d) the dividends are paid by a United States company which is resident in New Zealand for the purposes of New Zealand tax.

Where subparagraph (c) or (d) applies and subparagraphs (a) and (b) do not apply and the beneficial owner of the dividends is a resident of the other Contracting State, tax may be imposed by the first-mentioned State according to its law but the rate of tax shall not exceed 15 percent.

Article 11[1]

INTEREST

1. Interest derived and beneficially owned by a resident of a Contracting State may be taxed in that State.
2. However, such interest may also be taxed in the Contracting State in which it arises and according to the laws of that State, but if the beneficial owner of the interest is a resident of the other Contracting State, the tax so charged shall not exceed 10 percent of the gross amount of the interest. The competent authorities of the Contracting States shall endeavor to settle the mode of application of this limitation.
3. Notwithstanding paragraph 2, interest shall be exempt from tax by the Contracting State where it arises if the interest is:
   (a) derived and beneficially owned by the other Contracting State or an instrumentality of that Contracting State which is not subject to tax on its income by that State; or

[1] See Protocol, p. 49.

(b) derived and beneficially owned by a resident of the other Contracting State with respect to debt obligations guaranteed or insured by that State or an instrumentality of that State which is not subject to tax on its income by that State.

4. The provisions of paragraph 2 shall not apply if the beneficial owner of the interest, being a resident of a Contracting State, carries on business in the other Contracting State, in which the interest arises, through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the interest is attributable to such permanent establishment or fixed base. In such case the provisions of Article 7 (Business Profits) or Article 14 (Independent Personal Services), as the case may be, shall apply.

5. Interest shall be deemed to arise in a Contracting State when the payer is that State itself, a political subdivision, a local authority, or resident of that State, or is a United States company which is resident in New Zealand for the purposes of New Zealand tax but is treated as a resident of neither Contracting State by reason of paragraph 4 of Article 4 (Residence). Where, however, the person paying the interest, whether he is a resident of a Contracting State or not, has in a Contracting State a permanent establishment or a fixed base in connection with which the indebtedness on which the interest is paid was incurred, and such interest is borne by such permanent establishment or fixed base, then such interest shall be deemed to arise in the State in which the permanent establishment or fixed base is situated.

6. Where, by reason of a special relationship between the payer and the beneficial owner or between both of them and some other person, the amount of the interest, having regard to the debt-claim for which it is paid, exceeds the amount which would have been agreed upon by the payer and the beneficial owner in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In such case the excess part of the payments shall remain taxable according to the laws of each Contracting State, due regard being had to the other provisions of the Convention.

7. Where a resident of a Contracting State pays interest to a person other than a resident of the other Contracting State, that other State may not impose any tax on such interest except insofar as it arises in that other State or insofar as the interest paid is attributable to a permanent establishment or a fixed base of the beneficial owner of the interest situated in that other State.

Article 12[1]

ROYALTIES

1. Royalties derived and beneficially owned by a resident of a Contracting State may be taxed in that State.

[1]See Protocol, p. 1997.

2. However, such royalties may also be taxed in the Contracting State in which they arise and according to the laws of that State, but if the beneficial owner of the royalties is a resident of the other Contracting State, the tax so charged shall not exceed 10 percent of the gross amount of the royalties. The competent authorities of the Contracting States shall endeavor to settle the mode of application of this limitation.

3. The term "royalties" as used in this Article means payments of any kind received as a consideration for the use of, or the right to use, any copyright of literary, artistic or scientific work including cinematographic films, films or video tapes for use in connection with television or tapes for use in connection with radio broadcasting, any patent, trademark, design or model, plan, secret formula or process, or for information concerning industrial, commercial or scientific experience. The term "royalties" also includes:

(a) payments of any kind received as consideration for the use of, or the right to use, industrial, commercial, or scientific equipment other than payments under a hire-purchase agreement; and

(b) income or gains from the alienation of any property or rights described in this paragraph to the extent that such income or gains are contingent on productivity, use or disposition of such property or rights.

4. The provisions of paragraph 2 shall not apply if the beneficial owner of the royalties, being a resident of a Contracting State, carries on business in the other Contracting State, in which the royalties arise, through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the royalties are attributable to such permanent establishment or fixed base. In such case the provisions of Article 7 (Business Profits) or Article 14 (Independent Personal Services), as the case may be, shall apply.

5. (a) Royalties shall be deemed to arise in a Contracting State when the payer is that State itself, a political subdivision, a local authority or a resident of that State, or is a United States company which is resident in New Zealand for the purposes of New Zealand tax but is treated as a resident of neither Contracting State by reason of paragraph 4 of Article 4 (Residence). Where, however, the person paying the royalties, whether he is a resident of a Contracting State or not, has in a Contracting State a permanent establishment or a fixed base in connection with which the liability to pay the royalties was incurred, and such royalties are borne by such permanent establishment or fixed base, then such royalties shall be deemed to arise in the State in which the permanent establishment or fixed base is situated;

(b) Where subparagraph (a) does not operate to deem royalties as arising in either Contracting State and the royalties relate to the use of, or the right to use, in one of the Contracting States, any property or right described in paragraph 3, the royalties shall be deemed to arise in that State.

6. Where, by reason of a special relationship between the payer and the beneficial owner or between both of them and some other person, the amount of the royalties, having regard to the use, right, or information for which they are paid, exceeds the amount which would have been agreed upon by the payer and the beneficial owner in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In such case the excess part of the payments shall remain taxable according to the laws of each Contracting State, due regard being had to the other provisions of the Convention.

Article 13

ALIENATION OF PROPERTY

1. Income or gains derived by a resident of a Contracting State from the alienation or disposition of real property situated in the other Contracting State may be taxed in that other State.

2. For the purposes of this Article:

(a) the term "real property situated in the other Contracting State", where the United States is that other Contracting State, includes a United States real property interest, and real property referred to in Article 6 which is situated in the United States; and

(b) the term "real property", in the case of New Zealand, includes:

(i) real property referred to in Article 6;

(ii) shares or comparable interests in a company, the assets of which consist wholly or principally of real property situated in New Zealand; and

(iii) an interest in a partnership, trust, or estate of a deceased individual, the assets of which consist wholly or principally of real property situated in New Zealand.

3. Income or gains derived by an enterprise of a Contracting State from the alienation of ships, aircraft or containers operated or used in international traffic shall, except to the extent to which that enterprise has been allowed depreciation in the other Contracting State in respect of those ships, aircraft or containers, be taxable only in the first-mentioned State.

4. Income or gains described in paragraph 3(b) of Article 12 (Royalties) shall be taxable only in accordance with the provisions of Article 12.

5. For the purposes of this Article, real property consisting of shares in a company referred to in paragraph 2(b)(ii), and interests in a partnership, trust or estate referred to in paragraph 2(b)(iii), shall be deemed to be situated in New Zealand.

6. Income or gains from the alienation of personal property which are attributable to a permanent establishment which an enterprise of a Contracting State has or had in the other Contracting State, or which are attributable to a fixed base available or previously available to a resident of a Contracting State in the other Contracting State for the purpose of performing independent personal services, and gains from the alienation of such permanent establishment (alone or with the whole enterprise) or such a fixed base, may be taxed in that other State.

7. Income or gains from the alienation of any property other than property referred to in the preceding paragraphs of this Article shall be taxable only in the Contracting State of which the alienator is a resident.

Article 14

INDEPENDENT PERSONAL SERVICES

Income derived by an individual who is a resident of a Contracting State from the performance of personal services in an independent capacity shall be taxable only in that State, unless such services are performed in the other Contracting State and:

(a) the individual is present in that other State for a period or periods aggregating more than 183 days in any consecutive twelve month period; or

(b) the individual has a fixed base regularly available to him in that other State for the purpose of performing his activities, in which case so much of the income as is attributable to that fixed base may be taxed in such other State.

Article 15

DEPENDENT PERSONAL SERVICES

1. Subject to the provisions of Articles 18 (Pensions and Annuities) and 19 (Government Service), salaries, wages, and other similar remuneration derived by a resident of a Contracting State in respect of an employment shall be taxable only in that State unless the employment is exercised in the other Contracting State. If the employment is so exercised, such remuneration as is derived therefrom may be taxed in that other State.

2. Notwithstanding the provisions of paragraph 1, remuneration derived by a resident of a Contracting State in respect of an employment exercised in the other Contracting State shall be taxable only in the first-mentioned State if:

(a) the recipient is present in the other State for a period or periods not exceeding in the aggregate 183 days in any consecutive twelve month period; and

(b) the remuneration is paid by, or on behalf of, an employer who is not a resident of the other State; and

(c) the remuneration is not borne by a permanent establishment or a fixed base which the employer has in the other State.

3. Notwithstanding the preceding provisions of this Article, remuneration derived by a resident of a Contracting State in respect of an employment as a member of the regular complement of a ship or aircraft operated in international traffic may be taxed only in that State.

Article 16

LIMITATION ON BENEFITS

1. A person (other than an individual) which is a resident of a Contracting State shall not be entitled under this Convention to relief from taxation in the other Contracting State unless:

(a) more than 75 percent of the beneficial interest in such person (or in the case of a company, more than 75 percent of the number of shares of each class of the company's shares) is owned, directly or indirectly, by any combination of one or more of:

(i) individuals who are residents of the United States;

(ii) citizens of the United States;

(iii) individuals who are residents of New Zealand;

(iv) companies as described in subparagraph (b); and

(v) the Contracting States; or

(b) it is a company in whose principal class of shares there is substantial and regular trading on a recognized stock exchange; or

(c) the establishment, acquisition and maintenance of such person and the conduct of its operations did not have as a principal purpose the purpose of obtaining benefits under the Convention.

2. For the purposes of paragraph 1(b), the term "a recognized stock exchange" means:

(a) the NASDAQ System owned by the National Association of Securities Dealers, Inc. and any stock exchange registered with the Securities and Exchange Commission as a national securities exchange for the purposes of the Securities Exchange Act of 1934; and

(b) the New Zealand Stock Exchange; and

(c) any other stock exchange agreed upon by the competent authorities of the Contracting States.

3. Where

(a) income derived by a trustee is to be treated for the purposes of the Convention as income of a resident of a Contracting State; and

(b) the trustee derived the income in connection with a scheme a principal purpose of which was to obtain a benefit under the Convention;

then, notwithstanding any other provision of the Convention, the Convention does not apply in relation to that income.

4. Before a resident of a Contracting State is denied relief from taxation in the other Contracting State by reason of this Article the competent authorities of the Contracting States shall consult each other.

Article 17

ARTISTES AND ATHLETES

1. Notwithstanding the provisions of Articles 14 (Independent Personal Services) and 15 (Dependent Personal Services), income derived by a resident of a Contracting State as an entertainer, such as a theatre, motion picture, radio, or television artiste, or a musician, or as an athlete, from his personal activities as such exercised in the other Contracting State, may be taxed in that other State, except where the amount of the gross receipts derived by such entertainer or athlete, including expenses reimbursed to him or borne on his behalf, from such activities does not exceed ten thousand United States dollars ($10,000) or its equivalent in New Zealand dollars for the income year or taxable year concerned.
2. Where income in respect of activities exercised by an entertainer or an athlete in his capacity as such accrues not to the entertainer or athlete but to another person, that income of that other person may, notwithstanding the

provisions of Articles 7 (Business Profits) and 14 (Independent Personal Services), be taxed in the Contracting State in which the activities of the entertainer or athlete are exercised, unless it is established that neither the entertainer or athlete nor persons related thereto participate directly or indirectly in any profits of that other person in any manner whatsoever including (without limitation) the receipt of deferred remuneration, bonuses, fees, dividends, partnership distributions, or other distributions.

Article 18

PENSIONS AND ANNUITIES

1. Subject to the provisions of Article 19 (Government Service)
   (a) Pensions and other similar remuneration derived and beneficially owned by a resident of a Contracting State in consideration of past employment shall be taxable only in that State; and
   (b) Pensions and other payments made under the social security legislation of a Contracting State to a resident of the other Contracting State or a citizen of the United States shall be taxable only in the first-mentioned State.

2. Annuities derived and beneficially owned by a resident of a Contracting State shall be taxable only in that State. The term "annuities" as used in this paragraph means stated sums (not being alimony) paid periodically at stated times during life or during a specified or ascertainable number of years, under an obligation to make the payments in return for adequate and full consideration (other than services rendered or to be rendered).

Article 19

GOVERNMENT SERVICE

1. (a) Remuneration, other than a pension, paid by a Contracting State or a political subdivision or a local authority thereof to an individual in respect of services in the discharge of functions of a Governmental nature rendered to that State or subdivision or authority shall be taxable only in that State.

(b) However, such remuneration shall be taxable only in the other Contracting State if the services are rendered in that State and the individual is a resident of that State who:

(i) is a citizen of that State; or

(ii) did not become a resident of that State solely for the purpose of rendering the services.

2. (a) Any pension paid by, or out of funds created by, a Contracting State or a political subdivision or local authority thereof to an individual in respect of services rendered to that State or subdivision or authority shall be taxable only in that State.

(b) However, such pension shall be taxable only in the other Contracting State if the individual is a resident of, and a citizen of, that State.

3. The provisions of Articles 14 (Independent Personal Services), 15 (Dependent Personal Services), 17 (Artistes and Athletes) and 18 (Pensions and Annuities) shall apply to remuneration and pensions in respect of services rendered in connection with a business carried on by a Contracting State or a political subdivision or a local authority thereof.

Article 20

STUDENTS

Payments received for the purpose of maintenance or education by a student who is or was immediately before visiting a Contracting State a resident of the other Contracting State and who is present in the first-mentioned State for the purpose of his full-time education shall not be taxed in that State, provided that such payments arise outside that State.

Article 21 [1]

OTHER INCOME

Items of income of a resident of a Contracting State not dealt with in the foregoing Articles of this Convention shall be taxable only in that State except that, if such income is derived from sources within the other Contracting State, it may also be taxed in that other State.

Article 22

RELIEF FROM DOUBLE TAXATION

1. Subject to paragraph 4, and in accordance with the provisions and subject to the limitations of the law of the United States (as it may be amended from time to time without changing the general principle hereof), in the case of the United States double taxation shall be avoided as follows:

   (a) the United States shall allow to a resident or citizen of the United States or a United States company as a credit against United States tax the income tax paid to New Zealand by or on behalf of such resident, citizen or company; and

[1] See Protocol, p. 1997.

(b) the United States shall also allow to a United States company owning at least 10 percent of the voting stock of a company (other than a United States company) which is a resident of New Zealand and from which the United States company receives dividends, as a credit against United States tax, the income tax paid to New Zealand by or on behalf of the distributing company with respect to the profits out of which the dividends are paid.

For the purposes of this paragraph, the taxes referred to in paragraphs 1(b) and 2 of Article 2 (Taxes Covered) shall be considered income taxes.

2. In the case of New Zealand, double taxation shall be avoided as follows:

In accordance with, and subject to any provisions of, the law of New Zealand which may from time to time be in force and which relate to the allowance of a credit against New Zealand tax for tax paid in a country outside New Zealand (which shall not affect the general principle hereof), United States tax paid under the law of the United States and consistently with this Convention, whether directly or by deduction, in respect of income derived by a resident of New Zealand arising in the United States (excluding in the case of a dividend, tax paid in respect of the profits out of which the dividend is paid) shall be allowed as a credit against New Zealand tax payable in respect of that income; except that such credit shall

not exceed the amount of the tax that would be paid to the United States if the resident were not a United States citizen or a United States company. However, where a company which is a resident of New Zealand beneficially owns at least 10 percent of the paid-up share capital of a United States company any dividend derived by the first-mentioned company from the United States company (being dividends which, in accordance with the taxation law of New Zealand in existence at the date of signature of the Convention would be exempt from New Zealand tax) shall be exempt from New Zealand tax.

3. For the purposes of computing United States tax, where a citizen of the United States or a United States company is a resident of New Zealand, the United States shall allow as a credit against United States tax the income tax paid to New Zealand after the credit referred to in paragraph 2. The credit so allowed against United States tax shall not reduce that portion of the United States tax that is creditable against New Zealand tax in accordance with paragraph 2.

4. For the purpose of allowing relief from double taxation pursuant to this Article, income shall be deemed to arise as follows:

   (a) income derived by a resident of the United States which may be taxed in New Zealand in accordance with this Convention shall be deemed to arise in New Zealand;

(b) income derived by a resident of New Zealand which may be taxed in the United States in accordance with the Convention (other than income taxed by the United States solely because the beneficial owner is a citizen of the United States or a United States company) shall be deemed to arise in the United States;

(c) For purposes of paragraph 3, income beneficially owned by a resident of New Zealand who is a citizen of the United States or a United States company shall be deemed to arise in New Zealand to the extent necessary to give effect to the provisions of this paragraph.

5. No provision of this Convention relating to source of income shall apply in determining credits against United States tax for foreign taxes other than those referred to in paragraphs 1(b) and 2 of Article 2 (Taxes Covered).

Article 23

NON-DISCRIMINATION

1. Citizens of a Contracting State shall not be subjected in the other Contracting State to any taxation or any requirement connected therewith which is more burdensome than the taxation and connected requirements to which citizens of that other State in the same circumstances are or may be subjected. This provision shall apply to persons who are not residents of one or both of the

Contracting States. However, for the purposes of United States tax, a United States citizen who is not a resident of the United States and a New Zealand citizen who is not a resident of the United States are not in the same circumstances.

2. The taxation on a permanent establishment which an enterprise of a Contracting State has in the other Contracting State shall not be less favourably levied in that other State than the taxation levied on enterprises of that other State carrying on the same activities. This provision shall not be construed as:

(a) obliging a Contracting State to grant to residents of the other Contracting State any personal allowances, exemptions, rebates, reliefs and reductions which it grants to its own residents; or

(b) preventing a Contracting State from imposing on the profits attributable to a permanent establishment in that State of a company which is a resident of the other Contracting State a tax not exceeding 5 percent of those profits in addition to the tax which would be chargeable on those profits if they were the profits of a company which was a resident of the first-mentioned State; or

(c) requiring a Contracting State to grant to a company which is a resident of the other Contracting State the same tax relief that it provides to a company which is a resident of the first-mentioned State with respect to dividends received by it from a company.

3. Except where the provisions of paragraph 1 of Article 9 (Associated Enterprises), paragraph 6 of Article 11 (Interest), or paragraph 6 of Article 12 (Royalties) apply, interest, royalties and other disbursements paid by a resident of a Contracting State to a resident of the other Contracting State shall, for the purposes of determining the taxable profits of the first-mentioned resident, be deductible under the same conditions as if they had been paid to a resident of the first-mentioned State.

4. An enterprise of a Contracting State, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned State to any taxation or any requirement directly connected therewith which is more burdensome than the taxation and directly connected requirements to which an enterprise of the first-mentioned State, carrying on the same activities the capital of which is owned or controlled by residents of that State, are or may be subjected.

5. This Article shall not apply to any provision of the taxation laws of a Contracting State which:

   (a) is reasonably designed to prevent or defeat the avoidance or evasion of taxes; or

   (b) is in force on the date of signature of this Convention, or is substantially similar in general purpose or intent to any such provision but is enacted after that date;

provided that any such provision (except where that provision is in an international agreement) does not allow for different treatment of residents or citizens of the other Contracting State as compared with the treatment of residents or citizens of any third State.

6. Nothing in this Article shall be construed as preventing a Contracting State from distinguishing in its taxation laws between residents and non-residents solely on the basis of their residence.

7. If a Contracting State considers that future taxation measures of the other Contracting State infringe the principles set forth in this Article, the competent authorities of the Contracting States shall consult each other in an endeavor to resolve the matter.

Article 24

MUTUAL AGREEMENT PROCEDURE

1. Where a person considers that the actions of one or both of the Contracting States result or will result for him in taxation not in accordance with the provisions of this Convention, he may, irrespective of the remedies provided by the domestic law of those States, present his case to the competent authority of the Contracting State of which he is a resident or citizen. This case must be presented within 3 years from the first notification of that action.

2. The competent authority shall endeavor, if the objection appears to it to be justified and if it is not itself able to arrive at a satisfactory solution, to resolve the case by mutual agreement with the competent authority of the other Contracting State, with a view to the avoidance of taxation which is not in accordance with the Convention. Any agreement reached shall be implemented notwithstanding any time limits in the domestic law of the Contracting States.
3. The competent authorities of the Contracting States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the Convention. They may also consult together for the elimination of double taxation in cases not provided for in the Convention.
4. The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs.

Article 25

EXCHANGE OF INFORMATION AND ADMINISTRATIVE ASSISTANCE

1. The competent authorities of the Contracting States shall exchange such information as is necessary for carrying out the provisions of this Convention or of the domestic laws

of the Contracting States concerning taxes covered by the Convention insofar as the taxation thereunder is not contrary to the Convention. The exchange of information is not restricted by Article 1 (General Scope). Any information received by a Contracting State shall be treated as secret in the same manner as information obtained under the domestic laws of that State and shall be disclosed only to persons or authorities (including courts and administrative bodies) involved in the assessment, collection, or administration of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, the taxes covered by the Convention. Such persons or authorities shall use the information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions.

2. If information is requested by a Contracting State in accordance with this Article, the other Contracting State shall endeavor to obtain the information to which the request relates in the same manner and to the same extent as if the tax of the first-mentioned State were the tax of that other State and were being imposed by that other State. If specifically requested by the competent authority of a Contracting State, the competent authority of the other Contracting State shall endeavor to provide information under this Article in the form of depositions of witnesses and authenticated copies of unedited original documents (including books, papers, statements, records,

accounts, and writings), to the same extent such depositions and documents can be obtained under the laws and administrative practices of that other State with respect to its own taxes.

3. In no case shall the provisions of paragraphs 1 and 2 be construed so as to impose on a Contracting State the obligation:

(a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting State;

(b) to supply information which is not obtainable under the laws or in the normal course of the administration of that or of the other Contracting State;

(c) to supply information which would disclose any trade, business, industrial, commercial, or professional secret or trade process, or information the disclosure of which would be contrary to public policy.

Article 26

DIPLOMATIC AGENTS AND CONSULAR OFFICERS

Nothing in this Convention shall affect the fiscal privileges of diplomatic agents or consular officers under the general rules of international law or under the provisions of special agreements.

Article 27

ENTRY INTO FORCE

1. This Convention shall be subject to ratification in accordance with the applicable procedures of each Contracting State and instruments of ratification shall be exchanged at Washington as soon as possible.

2. The Convention shall enter into force upon the exchange of instruments of ratification[1] and its provisions shall have effect:

(a) in the United States:

(i) in respect of taxes withheld at source, for amounts paid or credited on or after the first day of the second month next following the date on which the Convention enters into force;

(ii) in respect of other taxes, for taxable years beginning on or after the date on which the Convention enters into force.

(b) in New Zealand:

(i) in respect of withholding tax on income that is derived by a non-resident, for any income year beginning on or after the first day of April next following the date on which the Convention enters into force;

(ii) in respect of other New Zealand tax, for any income year beginning on or after the first day of April next following the date on which the Convention enters into force.

[1] See Protocol, p. 1997.

3. If the Convention enters into force before 1 April 1984 then, notwithstanding the provisions of paragraph 2(b)(i), New Zealand shall for the purposes of New Zealand tax apply the provisions of Article 10 (Dividends) to dividends derived on or after 1 April 1982 and beneficially owned by a resident of the United States.

4. The Agreement between the Government of New Zealand and the Government of the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Washington on 16 March 1948[1](in this Article referred to as "the 1948 Agreement") shall cease to have effect in relation to any tax in respect of which this Convention comes into effect in accordance with paragraph 2 or 3.

5. The 1948 Agreement shall terminate on the last date on which it has effect in accordance with the foregoing provisions of this Article.

Article 28

TERMINATION

1. This Convention shall remain in force until terminated by a Contracting State. Either Contracting State may terminate the Convention at any time after 5 years from the date on which the Convention enters into force, provided that at least 6 months prior notice of termination has been given through diplomatic channels. In such event, the Convention shall cease to have effect:

[1]See Protocol, p. 1997.

(a) in the United States:

(i) in respect of taxes withheld at source, for amounts paid or credited on or after the first day of January next following the expiration of the 6 month period;

(ii) in respect of other taxes, for taxable periods beginning on or after the first day of January next following the expiration of the 6 month period.

(b) in New Zealand:

(i) in respect of withholding tax on income that is derived by a non-resident on or after the first day of April next following the expiration of the 6 month period;

(ii) in respect of other taxes, for any income year beginning on or after the first day of April next following the expiration of the 6 month period.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present Convention.

DONE at Wellington in duplicate, this 23rd day of July 1982.

[1]

FOR THE UNITED STATES OF AMERICA

[SEAL]

[2]

FOR NEW ZEALAND

[SEAL]

[1] Charles B. Salmon, Jr.
[2] Warren E. Cooper.

PROTOCOL

to the Convention between the United States of America and New Zealand for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.

At the signing of the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, concluded today between the United States of America and New Zealand, the undersigned have agreed that the following provisions shall form an integral part of that Convention.

1. With reference to Articles 10, 11 and 12

   If in any future double taxation convention with any other country, being a member of the Organisation for Economic Co-operation and Development, New Zealand should limit its taxation at source on any dividends, interest or royalties to a rate lower than the one provided for in any of such articles, New Zealand shall without undue delay enter into negotiations with the United States to review the appropriate article with a view to providing the same treatment on a reciprocal basis.

2. With reference to Articles 7, 12 and 21

   So long as New Zealand continues to tax the income of film renters according to section 224 of the Income Tax Act 1976 (including any subsequent enactment which does not affect the general principle thereof) and to exempt from tax in accordance with that section certain payments received from

such film renters by persons not resident in New Zealand for the purposes of New Zealand tax, the provisions of Articles 7, 12 and 21 of the Convention shall not affect the taxation by New Zealand of such income or the exemption by New Zealand of such payments.

DONE at Wellington in duplicate, this 23 rd day of July 1982.

FOR THE UNITED STATES OF AMERICA

FOR NEW ZEALAND

AUSTRALIA

Double Taxation: Taxes on Income

Convention signed at Sydney August 6, 1982;
Transmitted by the President of the United States of America to the Senate September 14, 1982 (Treaty Doc. No. 97-28, 97th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations July 11, 1983 (S. Ex. Rept. No. 98-16, 98th Cong., 1st Sess.);
Advice and consent to ratification by the Senate July 27, 1983;
Ratified by the President August 23, 1983;
Ratified by Australia October 19, 1983;
Ratifications exchanged at Washington October 31, 1983;
Proclaimed by the President December 5, 1983;
Entered into force October 31, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the Government of the United States of America and the Government of Australia for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income was signed at Sydney on August 6, 1982, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of July 27, 1983, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on August 23, 1983, in pursuance of the advice and consent of the Senate, and was ratified on the part of Australia;

The instruments of ratification of the Convention were exchanged at Washington on October 31 1983, and accordingly the Convention entered into force on October 31, 1983, its provisions to have effect as specified in Article 28;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention to the end that it be observed and fulfilled with good faith on and after October 31, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fifth day of December in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF AUSTRALIA FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

The Government of the United States of America and the Government of Australia,

Desiring to conclude a Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income,

Have agreed as follows:

ARTICLE 1

Personal Scope

(1) Except as otherwise provided in this Convention, this Convention shall apply to persons who are residents of one or both of the Contracting States.

(2) This Convention shall not restrict in any manner any exclusion, exemption, deduction, rebate, credit or other allowance accorded from time to time:

(a) by the laws of either Contracting State; or

(b) by any other agreement between the Contracting States.

(3) Notwithstanding any provision of this Convention, except paragraph (4) of this Article, a Contracting State may tax its residents (as determined under Article 4 (Residence)) and individuals electing under its domestic law to be taxed as residents of that State, and by reason of citizenship may tax its citizens, as if this Convention had not entered into force. For this purpose, the term "citizen" shall, with respect to United States source income according to United States law relating to United States tax, include a former citizen whose loss of citizenship had as one of its principal purposes the avoidance of tax, but only for a period of 10 years following such loss.

(4) The provisions of paragraph (3) shall not affect:

(a) the benefits conferred by a Contracting State under paragraph (2) of Article 9 (Associated Enterprises), paragraph (2) or (6) of Article 18 (Pensions, Annuities, Alimony and Child Support), Article 22 (Relief from Double Taxation), 23 (Non-Discrimination), 24 (Mutual Agreement Procedure) or paragraph (1) of Article 27 (Miscellaneous); or

(b) the benefits conferred by a Contracting State under Article 19 (Governmental Remuneration), 20 (Students) or 26 (Diplomatic and Consular Privileges) upon individuals who are neither citizens of, nor have immigrant status in, that State (in the case of benefits conferred by the United States), or who are not ordinarily resident in that State (in the case of benefits conferred by Australia).

ARTICLE 2

Taxes Covered

(1) The existing taxes to which this Convention shall apply are:

(a) in the United States: the Federal income taxes imposed by the Internal Revenue Code,[1] but excluding the accumulated earnings tax and the personal holding company tax; and

(b) in Australia: the Australian income tax, including the additional tax upon the undistributed amount of the distributable income of a private company.

[1] 68A Stat. 3; 26 U.S.C. §§ 1-8023.

(2) This Convention shall also apply to any identical or substantially similar taxes which are imposed by either Contracting State after the date of signature of this Convention in addition to, or in place of, the existing taxes. At the end of each calendar year, the competent authority of each Contracting State shall notify the competent authority of the other Contracting State of any substantial changes which have been made during that year in the laws of his State relating to the taxes to which this Convention applies or in the official interpretation of those laws or of this Convention.

ARTICLE 3

General Definitions

(1) For the purposes of this Convention, unless the context otherwise requires:

(a) the term "person" includes an individual, an estate of a deceased individual, a trust, a partnership, a company and any other body of persons;

(b) the term "company" means any body corporate or any entity which is treated as a company or body corporate for tax purposes;

(c) the terms "enterprise of one of the Contracting States" and "enterprise of the other Contracting State" mean an enterprise carried on by a resident of Australia or an enterprise carried on by a resident of the United States, as the context requires;

(d) the term "international traffic" means any transport by a ship or aircraft, except where such transport is solely between places within a Contracting State;

(e) the term "competent authority" means:

(i) in the case of the United States: the Secretary of the Treasury or his delegate; and

(ii) in the case of Australia: the Commissioner of Taxation or his authorized representative;

(f) the terms "Contracting State", "one of the Contracting States" and "the other Contracting State" mean the United States or Australia, as the context requires;

(g) (i) the term "United States corporation" means a corporation which, under United States law relating to United States tax, is a domestic corporation or an unincorporated entity treated as a domestic corporation, and which is not, under

the law of Australia relating to Australian tax, a resident of Australia; and

(ii) the term "Australian corporation" means a company, as defined under the law of Australia relating to Australian tax, which, under that law, is a resident of Australia, and which is not, under United States law relating to United States tax, a domestic corporation or an unincorporated entity treated as a domestic corporation;

(h) the term "State" means any National State, whether or not one of the Contracting States;

(i) the term "United States tax" means tax imposed by the United States to which this Convention applies by virtue of Article 2 (Taxes Covered) and the term "Australian tax" means tax imposed by Australia to which this Convention applies by virtue of Article 2 (Taxes Covered), but neither term includes any amount which represents a penalty or interest imposed under the law of either Contracting State relating to United States tax or Australian tax;

(j) (i) the term "United States" means the United States of America; and

(ii) when used in a geographical sense, the term "United States" means the states thereof and the District of Columbia and also includes:

(A) the territorial waters thereof; and

(B) the sea-bed and subsoil of the submarine areas adjacent to the coast thereof, but beyond the territorial waters, over which the United States exercises rights, in accordance with international law, for the purposes of exploration for, or exploitation of, the natural resources of those areas;

(k) the term "Australia" means the Commonwealth of Australia and, when used in a geographical sense, includes:

(i) the Territory of Norfolk Island;

(ii) the Territory of Christmas Island;

(iii) the Territory of Cocos (Keeling) Islands;

(iv) the Territory of Ashmore and Cartier Islands;

(v) the Coral Sea Islands Territory; and

(vi) any area adjacent to the territorial limits of Australia or of the said Territories in respect of which there is for the time being in force, consistently with international law, a law of

Australia or of a State or part of Australia or of a Territory aforesaid dealing with the exploitation of any of the natural resources of the sea-bed and subsoil of the continental shelf;

(l) the terms "resident of one of the Contracting States" and "resident of the other Contracting State" mean a resident of Australia or a resident of the United States, as the context requires.

(2) As regards the application of this Convention by one of the Contracting States, any term not defined herein shall, unless the context otherwise requires, have the meaning which it has under the laws of that State relating to the taxes to which this Convention applies.

ARTICLE 4

Residence

(1) For the purposes of this Convention:

(a) a person is a resident of Australia if the person is:

(i) an Australian corporation; or

(ii) any other person (except a company as defined under the law of Australia relating to Australian tax) who, under that law, is a resident of Australia,

provided that, in relation to any income, a person who:

(iii) is subject to Australian tax on income which is from sources in Australia; or

(iv) is a partnership, an estate of a deceased individual or a trust (other than a trust that is a provident, benefit, superannuation or retirement fund, or that is established for public charitable purposes or for the purpose of enabling scientific research to be conducted by or in conjunction with a public university or public hospital, the income of which is exempt from tax under the law of Australia relating to Australian tax),

shall not be treated as a resident of Australia except to the extent that the income is subject to Australian tax as the income of a resident, either in the hands of that person or in the hands of a partner or beneficiary, or, if that income is exempt from Australian tax, is so exempt solely because it is subject to United States tax; and

(b) a person is a resident of the United States if the person is:

(i) a United States corporation; or

(ii) any other person (except a corporation or unincorporated entity treated as a corporation for United States tax purposes) resident in the United States for purposes of its tax, provided that, in relation to any income derived by a partnership, an estate of a deceased individual or a trust, such person shall not be treated as a resident of the United States except to the extent that the income is subject to United States tax as the income of a resident, either in its hands or in the hands of a partner or beneficiary, or, if that income is exempt from United States tax, is exempt other than because such person, partner or beneficiary is not a United States person according to United States law relating to United States tax.

(2) Where by application of paragraph (1) an individual is a resident of both Contracting States, he shall be deemed to be a resident of the State:

(a) in which he maintains his permanent home;

(b) if the provisions of sub-paragraph (a) do not apply, in which he has an habitual abode if he has his permanent home in both Contracting States or in neither of the Contracting States; or

(c) if the provisions of sub-paragraphs (a) and (b) do not apply, with which his personal and economic relations are closer if he has an habitual abode in both Contracting States or in neither of the Contracting States.

For the purposes of this paragraph, in determining an individual's permanent home, regard shall be given to the place where the individual dwells with his family, and in determining the Contracting State with which an individual's personal and economic relations are closer, regard shall be given to his citizenship (if he is a citizen of one of the Contracting States).

(3) An individual who is deemed to be a resident of one of the Contracting States for any year of income, or taxable year, as the case may be by reason of the provisions of paragraph (2) shall, for all purposes of this Convention, be deemed to be a resident only of that State for such year.

ARTICLE 5

Permanent Establishment

(1) For the purposes of this Convention, the term "permanent establishment" means a fixed place of business through which the business of an enterprise is wholly or partly carried on.

(2) The term "permanent establishment" shall include especially:

(a) a place of management;

(b) a branch;

(c) an office;

(d) a factory;

(e) a workshop;

(f) a mine, an oil or gas well, a quarry or any other place of extraction of natural resources;

(g) an agricultural, pastoral or forestry property;

(h) a building site or construction, assembly or installation project which exists for more than 9 months; and

(i) an installation, drilling rig or ship that, for an aggregate period of at least 6 months in any 24 month period, is used by an enterprise of one of the

Contracting States in the other Contracting State for dredging or for or in connection with the exploration or exploitation of natural resources of the sea-bed and subsoil.

(3) Notwithstanding paragraphs (1) and (2), an enterprise of one of the Contracting States shall not be regarded as having a permanent establishment solely as a result of one or more of the following:

(a) the use of facilities for the purpose of storage, display or delivery of goods or merchandise belonging to the enterprise;

(b) the maintenance of a stock of goods or merchandise belonging to the enterprise for the purpose of storage, display or delivery;

(c) the maintenance of a stock of goods or merchandise belonging to the enterprise for the purpose of processing by another enterprise;

(d) the maintenance of a fixed place of business for the purpose of purchasing goods or merchandise, or for collecting information, for the enterprise;

(e) the maintenance of a fixed place of business for the purpose of activities which have a preparatory or auxiliary character, such as advertising or scientific research, for the enterprise;

(f) the maintenance of a building site or construction, assembly or installation project which does not exist for more than 9 months; or

(g) the use by that enterprise in the other Contracting State, of an installation, drilling rig or ship for dredging, or for or in connection with the exploratio or exploitation of natural resources of the sea-bed a subsoil, provided that such use is not for an aggrega period of at least 6 months in any 24 month period.

(4) Notwithstanding paragraphs (1) and (2), an enterprise of one of the Contracting States shall be deemed to have a permanent establishment in the other Contracting State if:

(a) it carries on business in that other State through a person, other than an agent of independent status to whom paragraph (5) applies, who has authority to conclude contracts on behalf of that enterprise and habitually exercises that authority in that other State, unless the activities of such person are limit to those mentioned in paragraph (3) which, if exercis through a fixed place of business, would not make tha fixed place of business a permanent establishment unc the provisions of that paragraph;

(b) it maintains substantial equipment for rental or other purposes within that other State (excluding equipment let under a hire-purchase agreement) for a period of more than 12 months;

(c) it engages in supervisory activities in that other State for more than 9 months in any 24 month period in connection with a building site or construction, assembly or installation project in that other State; or

(d) it has goods or merchandise belonging to it that:

(i) were purchased by it in that other State, and not subjected to prior substantial processing outside that other State; or

(ii) were produced by it or on its behalf in that other State,

and are, after such purchase or production, subjected to substantial processing in that other State by an enterprise where either enterprise participates directly or indirectly in the management, control or capital of the other enterprise, or where the same persons participate directly or indirectly in the management, control or capital of both enterprises.

(5) An enterprise of one of the Contracting States shall not be deemed to have a permanent establishment in the other Contracting State merely because that enterprise carries on business in that other State through a broker, general commission agent, or any other agent of independent status, where such broker or agent is acting in the ordinary course of his business as a broker, general commission agent or other agent of independent status.

(6) The fact that a company which is a resident of one of the Contracting States controls or is controlled by a company which is a resident of the other Contracting State, or which carries on business in that other State (whether through a permanent establishment or otherwise), shall not of itself constitute either company a permanent establishment of the other.

(7) The principles set forth in the preceding paragraphs of this Article shall be applied in determining for purposes of this Convention whether there is a permanent establishment in a State other than one of the Contracting States and whether an enterprise other than an enterprise of one of the Contracting States has a permanent establishment in one of the Contracting States.

ARTICLE 6

Income from Real Property

(1) Income from real property may be taxed by the Contracting State in which such real property is situated.

(2) For the purposes of this Convention:

(i) a leasehold interest in land, whether or not improved, shall be regarded as real property situated where the land to which the interest relates is situated; and

(ii) rights to exploit or to explore for natural resources shall be regarded as real property situated where the natural resources are situated or sought.

ARTICLE 7

Business Profits

(1) The business profits of an enterprise of one of the Contracting States shall be taxable only in that State unless the enterprise carries on business in the other Contracting

State through a permanent establishment situated therein. If the enterprise carries on business as aforesaid, the business profits of the enterprise may be taxed in the other State but only so much of them as is attributable to that permanent establishment.

(2) Subject to the provisions of paragraph (3), where an enterprise of one of the Contracting States carries on business in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to that permanent establishment the business profits which it might be expected to make if it were a distinct and independent enterprise engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the enterprise of which it is a permanent establishment or with other enterprises with which it deals.

(3) In the determination of the business profits of a permanent establishment, there shall be allowed as deductions expenses which are reasonably connected with the profits (including executive and general administrative expenses) and which would be deductible if the permanent establishment were an independent entity which paid those expenses, whether incurred in the Contracting State in which the permanent establishment is situated or elsewhere.

(4) No business profits shall be attributed to a permanent establishment by reason of the mere purchase by that permanent establishment of goods or merchandise for the enterprise.

(5) For the purposes of the preceding paragraphs of this Article, the business profits to be attributed to the permanent establishment shall be determined by the same method year by year unless there is good and sufficient reason to the contrary.

(6) Where business profits include items of income which are dealt with separately in other Articles of this Convention, then the provisions of those Articles shall not be affected by the provisions of this Article.

(7) Nothing in this Article shall affect the application of any law of a Contracting State relating to the determination of the tax liability of a person in cases where the information available to the competent authority of that State is inadequate to determine the profits to be attributed to a permanent establishment, provided that, on the basis of the available information, the determination of the profits of the permanent establishment is consistent with the principles stated in this Article.

(8) Nothing in this Article shall in a Contracting State prevent the operation in that State of its law relating

specifically to the taxation of any person who carries on the business of any form of insurance (as long as that law as in effect on the date of signature of this Convention is not varied otherwise than in minor respects so as not to affect its general character).

ARTICLE 8

Shipping and Air Transport

(1) Profits derived by a resident of one of the Contracting States from the operation in international traffic of ships or aircraft shall be taxable only in that State. For the purposes of this Article, profits from the operation in international traffic of ships or aircraft include:

(a) profits from the lease on a full basis of ships or aircraft operated in international traffic by the lessee, provided that the lessor either operates ships or aircraft otherwise than solely between places in the other Contracting State or regularly leases ships or aircraft on a full basis; and

(b) profits from the lease of ships or aircraft on a bare boat basis or of containers and related equipment, provided that such lease is merely incidental to the

operation in international traffic of ships or aircraft by the lessor and the leased ships or aircraft are operated in international traffic, or the containers and related equipment are used in international traffic, by the lessee.

(2) The provisions of paragraph (1) shall apply to the share of the profits from the operation in international traffic of ships or aircraft derived by a resident of one of the Contracting States through participation in a pool service, in a joint transport operating organization or in an international operating agency.

(3) For the purposes of this Article, profits derived from the carriage by ships or aircraft of passengers, livestock, mail, goods or merchandise shipped in a Contracting State for discharge at another place in that State shall not be treated as profits from the operation in international traffic of ships or aircraft and may be taxed in that State.

ARTICLE 9

Associated Enterprises

Where:

(a) an enterprise of one of the Contracting States participates directly or indirectly in the management, control or capital of an enterprise of the other Contracting State; or

(b) the same persons participate directly or indirectly in the management, control or capital of an enterprise of one of the Contracting States and an enterprise of the other Contracting State,

and in either case conditions operate between the two enterprises in their commercial or financial relations which differ from those which might be expected to operate between independent enterprises dealing wholly independently with one another, then any profits which, but for those conditions, might have been expected to accrue to one of the enterprises, but, by reason of those conditions, have not so accrued, may be included in the profits of that enterprise and taxed accordingly.

(2) Where profits on which an enterprise of one of the Contracting States has been charged to tax in that State are also included, by virtue of paragraph (1), in the profits of an enterprise of the other Contracting State and taxed accordingly, and the profits so included are profits which might have been expected to have accrued to that enterprise of the other State if the conditions operative between the enterprises had been those which might have been expected to have operated between independent enterprises dealing wholly independently with one another, then the first-mentioned State shall make an appropriate adjustment to the amount of tax charged on those profits in the first-mentioned State. In determining such an adjustment, due regard shall be had to the other provisions of this Convention and the competent authorities of the Contracting States shall if necessary consult each other.

(3) Nothing in this Article shall affect the application of any law of a Contracting State relating to the determination of the tax liability of a person, including determinations in cases where the information available to the competent authority of that State is inadequate to determine the income to be attributed to an enterprise, provided that, on the basis of the available information, the determination of that tax liability is consistent with the principles stated in this Article.

ARTICLE 10

Dividends

(1) Dividends paid by a company which is a resident of one of the Contracting States for the purposes of its tax, being dividends to which a resident of the other Contracting State is beneficially entitled, may be taxed in that other State.

(2) Such dividends may be taxed in the Contracting State of which the company paying the dividends is a resident for the purposes of its tax, and according to the law of that State, but the tax so charged shall not exceed 15 percent of the gross amount of the dividends.

(3) The term "dividends" in this Article means income from shares and other income assimilated to income from shares by the taxation law of the Contracting State of which the company making the distribution is a resident for the purposes of its tax.

(4) The provisions of paragraph (2) shall not apply if the person beneficially entitled to the dividends, being a resident of one of the Contracting States, carries on business in the other Contracting State, being the State of which the company paying the dividends is a resident, through a permanent

establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the holding in respect of which the dividends are paid is effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 7 (Business Profits) or Article 14 (Independent Personal Services), as the case may be, shall apply.

(5) Where a company is a resident of one of the Contracting States, the other Contracting State may not impose any tax on dividends paid by the company, except insofar as:

(a) a resident of that other State is beneficially entitled to the dividends;

(b) the holding in respect of which the dividends are paid is effectively connected with a permanent establishment or a fixed base situated in that other State; or

(c) that other State does not impose a tax of the kind described in paragraph (6) (excluding the accumulated earnings tax and the personal holding company tax imposed by the United States) and the dividends are paid out of profits attributable to one or more permanent establishments which such company had in that other State, provided that the gross income

attributable to such permanent establishments constituted at least 50 percent of such company's gross income from all sources.

Where sub-paragraph (c) applies and sub-paragraphs (a) and (b) do not apply, any such tax shall not exceed 15 percent of the dividends.

(6) Nothing in this Convention shall be construed as preventing a Contracting State from imposing on the income of a company which is a resident of the other Contracting State, tax in addition to the taxes referred to in Article 2 in relation to the first-mentioned Contracting State which are payable by a company which is a resident of the first-mentioned State, provided that any such additional tax shall not exceed 15 percent of the amount by which the taxable income of the first-mentioned company of a year of income exceeds the tax payable on that taxable income to the first-mentioned State. Any tax payable to a Contracting State on the undistributed profits of a company which is a resident of the other Contracting State shall be calculated as if that company were not liable to the additional tax referred to in this paragraph and had paid dividends of such amount that tax equal to the amount of that additional tax would have been payable on the dividends in accordance with paragraph (2) of this Article.

ARTICLE 11

Interest

(1) Interest from sources in one of the Contracting States, being interest to which a resident of the other Contracting State is beneficially entitled, may be taxed in that other State.

(2) Such interest may be taxed in the Contracting State in which it has its source, and according to the law of that State, but the tax so charged shall not exceed 10 percent of the gross amount of the interest.

(3) Paragraph (2) shall not apply if the person beneficially entitled to the interest, being a resident of one of the Contracting States, has a permanent establishment in the other Contracting State or performs independent personal services in that other State from a fixed base situated therein and the indebtedness giving rise to the interest is effectively connected with such permanent establishment or fixed base. In such a case the provisions of Article 7 (Business Profits) or Article 14 (Independent Personal Services), as the case may be, shall apply.

(4) Where, owing to a special relationship between the payer and the person beneficially entitled to the interest, or between both of them and some other person, the amount of the interest paid, having regard to the indebtedness for which it is paid, exceeds the amount which might have been expected to have been agreed upon by the payer and the person so entitled in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case, the excess part of the amount of the interest paid shall remain taxable according to the law of each Contracting State, but subject to the other provisions of this Convention.

(5) The term "interest" as used in this Convention includes income which, under the taxation law of the Contracting State in which the income has its source, is assimilated to income from money lent.

(6) A Contracting State may not impose any tax on interest paid by a resident of the other Contracting State, except insofar as:

(a) such interest has its source in the first-mentioned State, or is interest to which a resident of that State is beneficially entitled; or

(b) the indebtedness in respect of which the interest is paid is effectively connected with a permanent establishment or a fixed base of the beneficial owner of the interest situated in the first-mentioned State.

(7) Interest shall be treated as income from sources in a Contracting State when the payer is that State itself or a political subdivision or local authority of that State or a person who is a resident of that State for the purposes of its tax. Where, however, the person paying the interest, whether he is a resident of one of the Contracting States or not, has in one of the Contracting States or outside both Contracting States a permanent establishment or fixed base in connection with which the indebtedness on which the interest is paid was incurred, and such interest is borne by such permanent establishment or fixed base, then such interest shall be deemed to have its source in the State in which the permanent establishment or fixed base is situated.

ARTICLE 12

Royalties

(1) Royalties from sources in one of the Contracting States, being royalties to which a resident of the other Contracting State is beneficially entitled, may be taxed in that other State.

(2) Such royalties may be taxed in the Contracting State in which they have their source, and according to the law of that State, but the tax so charged shall not exceed 10 percent of the gross amount of the royalties.

(3) Paragraph (2) shall not apply if the person beneficially entitled to the royalties, being a resident of one of the Contracting States, has a permanent establishment in the other Contracting State or performs independent personal services in that other State from a fixed base situated therein, and the property or rights giving rise to the royalties are effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 7 (Business Profits) or Article 14 (Independent Personal Services), as the case may be, shall apply.

(4) The term "royalties" in this Article means:

(a) payments or credits of any kind to the extent to which they are consideration for the use of or the right to use any:

(i) copyright, patent, design or model, plan, secret formula or process, trademark or other like property or right;

(ii) industrial, commercial or scientific equipment, other than equipment let under a hire purchase agreement;

(iii) motion picture films; or

(iv) films or video tapes for use in connection with television or tapes for use in connection with radio broadcasting;

(b) payments or credits of any kind to the extent to which they are consideration for:

(i) the supply of scientific, technical, industrial or commercial knowledge or information owned by any person;

(ii) the supply of any assistance of an ancillary and subsidiary nature furnished as a means of enabling the application or enjoyment of knowledge or information referred to in sub-paragraph (b)(i) or

of any other property or right to which this Article applies; or

(iii) a total or partial forbearance in respect of the use or supply of any property or right described in this paragraph; or

(c) income derived from the sale, exchange or other disposition of any property or right described in this paragraph to the extent to which the amounts realized on such sale, exchange or other disposition are contingent on the productivity, use or further disposition of such property or right.

(5) Where, owing to a special relationship between the payer and the person beneficially entitled to the royalties or between both of them and some other person, the amount of the royalties paid or credited, having regard to what they are paid or credited for, exceeds the amount which might have been expected to have been agreed upon by the payer and the person so entitled in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case, the excess part of the amount of the royalties paid or credited shall remain taxable according to the law of each Contracting State, but subject to the other provisions of this Convention.

(6) (a) Royalties shall be treated as income from sources in a Contracting State when the payer is that State itself or a political subdivision or local authority of that State or a person who is a resident of that State for the purposes of its tax. Where, however, the person paying the royalties, whether he is a resident of one of the Contracting States or not, has in one of the Contracting States or outside both Contracting States a permanent establishment or fixed base in connection with which the liability to pay the royalties was incurred, and the royalties are borne by the permanent establishment or fixed base, then the royalties shall be deemed to have their source in the State in which the permanent establishment or fixed base is situated.

(b) Where sub-paragraph (a) does not operate to treat royalties as being from sources in one of the Contracting States, and the royalties relate to use or the right to use in one of the Contracting States of any property or right described in paragraph (4), the royalties shall be treated as income from sources in that State.

ARTICLE 13

Alienation of Property

(1) Income or gains derived by a resident of one of the contracting States from the alienation or disposition of real property situated in the other Contracting State may be taxed in that other State.

(2) For the purposes of this Article:

(a) the term "real property situated in the other Contracting State", where the United States is that other Contracting State, includes a United States real property interest, and real property referred to in Article 6 which is situated in the United States; and

(b) the term "real property", in the case of Australia, shall have the meaning which it has under the laws in force from time to time in Australia and, without limiting the foregoing, includes:

(i) real property referred to in Article 6;

(ii) shares or comparable interests in a company, the assets of which consist wholly or principally of real property situated in Australia; and

(iii) an interest in a partnership, trust or estate of a deceased individual, the assets of which consist wholly or principally of real property situated in Australia.

(3) Income or gains derived by an enterprise of one of the Contracting States from the alienation of ships, aircraft or containers operated or used by it in international traffic shall, except to the extent to which that enterprise has been allowed depreciation in the other Contracting State in respect of those ships, aircraft or containers, be taxable only in that State, and income described in sub-paragraph (4)(c) of Article 12 (Royalties) shall be taxable only in accordance with the provisions of Article 12.

(4) For the purposes of this Article, real property consisting of shares in a company referred to in sub-paragraph (2)(b)(ii), and interests in a partnership, trust or estate referred to in sub-paragraph (2)(b)(iii), shall be deemed to be situated in Australia.

ARTICLE 14

Independent Personal Services

Income derived by an individual who is a resident of one of the Contracting States from the performance of personal services in an independent capacity shall be taxable only in that State unless such services are performed in the other Contracting State and:

(a) the individual is present in that other State for a period or periods aggregating more than 183 days in the taxable year or year of income of that other State; or

(b) the individual has a fixed base regularly available to him in that other State for the purpose of performing his activities, in which case so much of the income as is attributable to that fixed base may be taxed in such other State.

ARTICLE 15

Dependent Personal Services

(1) Subject to the provisions of Articles 18 (Pensions, Annuities, Alimony and Child Support) and 19 (Governmental Remuneration), salaries, wages and other similar remuneration derived by an individual who is a resident of one of the Contracting States in respect of an employment or in respect of services performed as a director of a company shall be taxable only in that State unless the employment is exercised or the services performed in the other Contracting State. If the employment is so exercised or the services so performed, such remuneration as is derived from that exercise or performance may be taxed in that other State.

(2) Notwithstanding the provisions of paragraph (1), remuneration derived by an individual who is a resident of one of the Contracting States in respect of an employment exercised in the other Contracting State or in respect of services performed in the other Contracting State as a director of a company shall be taxable only in the first-mentioned State if:

(a) the recipient is present in that other State for a period or periods not exceeding in the aggregate 183 days in the taxable year or year of income of that other State;

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(b) the remuneration is paid by, or on behalf of, an employer or company who is not a resident of that other State; and

(c) the remuneration is not deductible in determining taxable profits of a permanent establishment, a fixed base or a trade or business which the employer or company has in that other State.

(3) Notwithstanding the preceding provisions of this Article, remuneration in respect of an employment exercised aboard a ship or aircraft operated in international traffic by a resident of one of the Contracting States may be taxed in that State.

ARTICLE 16

Limitation on Benefits

(1) A person (other than an individual) which is a resident of one of the Contracting States shall not be entitled under this Convention to relief from taxation in the other Contracting State unless:

(a) more than 75 percent of the beneficial interest in such person (or in the case of a company, more than 75

percent of the number of shares of each class of the company's shares) is owned, directly or indirectly, by any combination of one or more of:

(i) individuals who are residents of the United States;

(ii) citizens of the United States;

(iii) individuals who are residents of Australia;

(iv) companies as described in sub-paragraph (b); and

(v) the Contracting States;

(b) it is a company in whose principal class of shares there is substantial and regular trading on a recognized stock exchange in one of the Contracting States; or

(c) the establishment, acquisition and maintenance of such person and the conduct of its operations did not have as one of its principal purposes the purpose of obtaining benefits under the Convention.

(2) For the purposes of sub-paragraph (1)(b), the term "a recognized stock exchange" includes, in relation to the United States, the NASDAQ System owned by the National Association of Securities Dealers, Inc.

(3) Where:

(a) income derived by a trustee is to be treated for the purposes of this Convention as income of a resident of one of the Contracting States; and

(b) the trustee derived the income in connection with a scheme a principal purpose of which was to obtain a benefit under this Convention,

then, notwithstanding any other provision of this Convention, the Convention does not apply in relation to that income.

ARTICLE 17

Entertainers

(1) Notwithstanding the provisions of Articles 14 (Independent Personal Services) and 15 (Dependent Personal Services), income derived by entertainers (such as theatrical, motion picture, radio or television artistes, musicians and athletes) from their personal activities as such may be taxed in the Contracting State in which these activities are exercised, except where the amount of the gross receipts derived by any such entertainer, including expenses reimbursed to him or borne

on his behalf, from such activities does not exceed ten thousand United States dollars ($10,000) or its equivalent in Australian dollars for the taxable year or year of income concerned.

(2) Where income in respect of activities exercised by an entertainer in his capacity as such accrues not to the entertainer but to another person, that income may, notwithstanding the provisions of Articles 7 (Business Profits), 14 (Independent Personal Services) and 15 (Dependent Personal Services), be taxed in the Contracting State in which the activities of the entertainer are exercised, unless it is established that neither the entertainer nor any person related to him participates directly or indirectly in any profits of such other person in any manner, including the receipt of deferred remuneration, bonuses, fees, dividends, partnership distributions or other distributions.

ARTICLE 18

Pensions, Annuities, Alimony and Child Support

(1) Subject to the provisions of Article 19 (Governmental Remuneration), pensions and other similar remuneration paid to an individual who is a resident of one of the Contracting States in consideration of past employment shall be taxable only in that State.

(2) Social security payments and other public pensions paid by one of the Contracting States to an individual who is a resident of the other Contracting State or a citizen of the United States shall be taxable only in the first-mentioned State.

(3) Annuities paid to an individual who is a resident of one of the Contracting States shall be taxable only in that State.

(4) The term "pensions and other similar remuneration", as used in this Article, means periodic payments made by reason of retirement or death, in consideration for services rendered, or by way of compensation paid after retirement for injuries received in connection with past employment.

(5) The term "annuities", as used in this Article, means stated sums paid periodically at stated times during life, or during a specified or ascertainable number of years, under an obligation to make the payments in return for adequate and full consideration (other than services rendered or to be rendered).

(6) Any alimony or other maintenance payments, including payments for the support of a minor child, arising in one of the Contracting States and paid to a resident of the other Contracting State, shall be taxable only in the first-mentioned State.

ARTICLE 19

Governmental Remuneration

Wages, salaries, and similar remuneration, including pensions, paid from funds of one of the Contracting States, of a state or other political subdivision thereof or of an agency or authority of any of the foregoing for labor or personal services performed as an employee of any of the above in the discharge of governmental functions to a citizen of that State shall be exempt from tax by the other Contracting State.

ARTICLE 20

Students

Where a student, who is a resident of one of the Contracting States or who was a resident of that State immediately before visiting the other Contracting State and who is temporarily present in that other State for the purpose of his full-time education, receives payments from sources outside that other State for the purpose of his maintenance or education, those payments shall be exempt from tax in that other State.

ARTICLE 21

Income Not Expressly Mentioned

(1) Items of income of a resident of one of the Contracting States which are not expressly mentioned in the foregoing Articles of this Convention shall be taxable only in that State.

(2) However, if such income is derived by a resident of one of the Contracting States from sources in the other Contracting State, such income may also be taxed in the State in which it has its source.

(3) The provisions of paragraph (1) shall not apply to income derived by a resident of one of the Contracting States which is effectively connected with a permanent establishment situated in the other Contracting State. In such a case, the provisions of Article 7 (Business Profits) shall apply.

ARTICLE 22

Relief from Double Taxation

(1) Subject to paragraph (4) and in accordance with the provisions and subject to the limitations of the law of the United States (as it may be amended from time to time without changing the general principle hereof), in the case of the United States, double taxation shall be avoided as follows:

(a) the United States shall allow to a resident or citizen of the United States as a credit against United States tax the appropriate amount of income tax paid to Australia; and

(b) in the case of a United States corporation owning at least 10 percent of the voting stock of a company which is a resident of Australia from which it receives dividends in any taxable year, the United States shall also allow as a credit against United States tax the appropriate amount of income tax paid to Australia by that company with respect to the profits out of which such dividends are paid.

Such appropriate amount shall be based upon the amount of income tax paid to Australia. For purposes of applying the United

States credit in relation to income tax paid to Australia the taxes referred to in sub-paragraph (1)(b) and paragraph (2) of Article 2 (Taxes Covered) shall be considered to be income taxes. No provision of this Convention relating to source of income shall apply in determining credits against United States tax for foreign taxes other than those referred to in sub-paragraph (1)(b) and paragraph (2) of Article 2 (Taxes Covered).

(2) Subject to paragraph (4), United States tax paid under the law of the United States and in accordance with this Convention, other than United States tax imposed in accordance with paragraph (3) of Article 1 (Personal Scope) solely by reason of citizenship or by reason of an election by an individual under United States domestic law to be taxed as a resident of the United States, in respect of income derived from sources in the United States by a person who, under Australian law relating to Australian tax, is a resident of Australia shall be allowed as a credit against Australian tax payable in respect of the income. The credit shall not exceed the amount of Australian tax payable on the income or any class thereof or on income from sources outside Australia. Subject to these general principles, the credit shall be in accordance with the provisions and subject to the limitations of the law of Australia as that law may be in force from time to time.

(3) An Australian corporation that owns at least 10 percent of the voting power in a United States corporation is, in accordance with the law of Australia as in force at the date of signature of this Convention, entitled to a rebate in its assessment, at the average rate of tax payable by it, in respect of dividends paid by the United States corporation that are included in the taxable income of the Australian corporation. However, should the law as so in force be amended so that the rebate in relation to the dividends ceases to be allowable under that law, Australia shall allow credit under paragraph (2) for the United States tax paid on the profits out of which the dividends are paid as well as for the United States tax paid on the dividends.

(4) For the purposes of computing United States tax, where a United States citizen is a resident of Australia, the United States shall allow as a credit against United States tax the income tax paid to Australia after the credit referred to in paragraph (2). The credit so allowed against United States tax shall not reduce that portion of the United States tax that is creditable against Australian tax in accordance with paragraph (2).

ARTICLE 23

Non-Discrimination

(1) Each Contracting State in enacting tax measures shall ensure that:

(a) citizens of a Contracting State who are residents of the other Contracting State shall not be subjected in that other State to any taxation or any requirement connected therewith which is more burdensome than the taxation or connected requirements to which citizens of that other State who are residents of that other State in the same circumstances are or may be subjected;

(b) except where the provisions of paragraph (1) of Article 9 (Associated Enterprises), paragraph (4) of Article 11 (Interest) or paragraph (5) of Article 12 (Royalties) apply, interest, royalties and other disbursements paid by a resident of a Contracting State to a resident of the other Contracting State shall, for the purpose of determining the taxable profits of the resident of the first-mentioned State, be deductible under the same conditions as if they had been paid to a resident of the first-mentioned State;

(c) a corporation of a Contracting State, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned State to any taxation or any requirement connected therewith which is more burdensome than the taxation or connected requirements to which other similar corporations of the first-mentioned State in the same circumstances are or may be subjected; and

(d) the taxation on a permanent establishment which a resident of a Contracting State has in the other Contracting State shall not be less favorably levied in that other State than the taxation levied on residents of that other State that carry on the same activities in the same circumstances.

(2) Nothing in this Article relates to any provision of the taxation laws of a Contracting State:

(a) in force on the date of signature of this Convention;

(b) adopted after the date of signature of this Convention but which is substantially similar in general purpose or intent to a provision covered by sub-paragraph (a); or

(c) reasonably designed to prevent the avoidance or evasion of taxes;

provided that, with respect to provisions covered by sub-paragraphs (b) or (c), such provisions (other than provisions in international agreements) do not discriminate between citizens or residents of the other Contracting State and those of any third State.

(3) Without limiting by implication the interpretation of this Article, it is hereby declared that, except to the extent expressly so provided, nothing in the Article prevents a Contracting State from distinguishing in its taxation laws between residents and non-residents solely on the ground of their residence.

(4) Where one of the Contracting States considers that the taxation measures of the other Contracting State infringe the principles set forth in this Article the Contracting States shall consult together in an endeavor to resolve the matter.

ARTICLE 24

Mutual Agreement Procedure

(1) (a) Where a resident of one of the Contracting States considers that the action of one or both of the Contracting States results or will result for him in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the domestic laws of those States, present his case to the competent authority of the Contracting State of which he is a resident or citizen. The case must be presented within three years from the first notification of that action.

(b) Should the claim be considered to have merit by the competent authority of the Contracting State to which the claim is made, that competent authority shall seek to come to an agreement with the competent authority of the other Contracting State with a view to the avoidance of taxation contrary to the provisions of this Convention. Any agreement reached shall be implemented notwithstanding any time limits or other procedural limitations in the domestic law of the Contracting States.

(2) The competent authorities of the Contracting States shall seek to resolve by agreement any difficulties or doubts arising as to the application or interpretation of this Convention. In particular the competent authorities of the Contracting States may agree:

(a) to the same attribution of income, deductions, credits, or allowances of an enterprise of one of the Contracting States to its permanent establishment situated in the other Contracting State;

(b) to the same allocation of income, deductions, credits, or allowances between persons;

(c) to the same determination of the source of particular items of income;

(d) to the same meaning of any term used in this Convention; or

(e) to which of the Contracting States an individual described in sub-paragraph (2)(c) of Article 4 (Residence) has closer personal and economic relations.

(3) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of this Article.

ARTICLE 25

Exchange of Information

(1) The competent authorities shall exchange such information as is necessary for carrying out the provisions of this Convention or for the prevention of fraud or for the administration of statutory provisions concerning taxes to which this Convention applies provided the information is of a class that can be obtained under the laws and administrative practices of each Contracting State with respect to its own taxes.

(2) Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a Court or administrative body) concerned with the assessment, collection, administration or enforcement of, or with litigation with respect to, the taxes to which this Convention applies.

(3) No information shall be exchanged which would be contrary to public policy.

(4) If specifically requested by the competent authority of one of the Contracting States, the competent authority of the other Contracting State shall provide information under this Article in the form of copies of unedited original documents

(including books, papers, statements, records, accounts or writings) to the same extent such documents can be obtained under the laws and administrative practices of that other State with respect to its own taxes.

(5) Each of the Contracting States shall endeavor to collect on behalf of the other Contracting State amounts equal to such taxes imposed by the other State as will ensure that any exemption or reduction in rate of tax granted under this Convention by that other State shall not be enjoyed by persons not entitled to such benefits.

ARTICLE 26

Diplomatic and Consular Privileges

Nothing in this Convention shall affect diplomatic and consular privileges under the general rules of international law or under the provisions of special agreements.

ARTICLE 27

Miscellaneous

(1) (a) Income derived by a resident of the United States which, under this Convention, may be taxed in Australia shall for the purposes of the income tax law of Australia and of this Convention be deemed to be income from sources in Australia.

(b) Income derived by a resident of Australia which, under this Convention, may be taxed in the United States, other than income taxed by the United States in accordance with paragraph (3) of Article 1 (Personal Scope) solely by reason of citizenship or by reason of an election by an individual under United States domestic law to be taxed as a resident of the United States, shall for the purposes of paragraph (2) of Article 22 (Relief from Double Taxation) and of the income tax law of Australia be deemed to be income from sources in the United States.

(c) Where paragraph (4) of Article 22 (Relief from Double Taxation) applies, income referred to in that paragraph shall be deemed to have its source in Australia to the extent necessary to give effect to the provisions of that paragraph.

(2) Any exemption from tax by one of the Contracting States provided for in Article 14 (Independent Personal Services), 15 (Dependent Personal Services), 17 (Entertainers) or 19 (Governmental Remuneration) shall be inapplicable to the extent that the income to which the exemption relates is not or, upon the application of the relevant Article of this Convention (prior to application of this paragraph), will not be subject to tax by the other Contracting State.

ARTICLE 28

Entry into Force

(1) This Convention shall be subject to ratification in accordance with the applicable procedures of each Contracting State, and instruments of ratification shall be exchanged at Washington, D.C., as soon as possible.

(2) The Convention shall enter into force upon the exchange of instruments of ratification[1] and its provisions shall have effect:

(a) with respect to those dividends, interest and royalties to which Articles 10 (Dividends), 11 (Interest) and 12 (Royalties), respectively, apply and which are paid,

[1] Oct. 31, 1983.

credited or otherwise derived on or after the first day of the second month following the date on which the Convention enters into force; and

(b) with respect to all other income of a taxpayer, for the taxpayer's years of income or taxable years, as the case may be, commencing on or after the first day of the second month following the date on which the Convention enters into force.

(3) Subject to paragraph (4), the Convention between the Government of the United States of America and the Government of the Commonwealth of Australia for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income signed at Washington on May 14, 1953[1] (in this Article referred to as the 1953 Convention) shall cease to have effect with respect to taxes to which this Convention applies under paragraph (2).

(4) The 1953 Convention shall terminate on the expiration of the last date on which it has effect in accordance with the foregoing provisions of this Article.

[1] TIAS 2880; 4 UST 2274.

ARTICLE 29

Termination

(1) This Convention shall remain in force until terminated by a Contracting State. Either Contracting State may terminate the Convention at any time after 5 years from the date on which the Convention enters into force, provided that at least 6 months prior notice of termination has been given through the diplomatic channel. In such event, the Convention shall cease to have effect:

(a) with respect to those dividends, interest and royalties to which Articles 10 (Dividends), 11 (Interest) and 12 (Royalties) respectively apply, and which are paid, credited or otherwise derived on or after the first day of January following the expiration of the 6 month period; and

(b) with respect to all other income of a taxpayer, for the taxpayer's years of income or taxable years, as the case may be, commencing on or after the first day of January following the expiration of the 6 month period.

(2) Notwithstanding the provisions of paragraph (1), upon prior notice to be given through the diplomatic channel, the provisions of paragraph (2) of Article 18 (Pensions, Annuities, Alimony and Child Support) may be terminated by either Contracting State at any time after this Convention enters into force.

DONE in duplicate at Sydney this sixth day of August 1982

R. D. Nesen [1]
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[SEAL]

John Howard [2]
FOR THE GOVERNMENT OF AUSTRALIA

[SEAL]

[1] R. D. Nesen.
[2] John Howard.

COOK ISLANDS

Maritime Boundaries

Treaty signed at Rarotonga June 11, 1980;
Transmitted by the President of the United States of America to the Senate September 2, 1980 (S. Ex. P, 96th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations February 11, 1982 (S. Ex. Rept. No. 97-49, 97th Cong., 2d Sess.);
Advice and consent to ratification by the Senate June 21, 1983;
Ratified by the President August 16, 1983;
Ratified by the Cook Islands September 8, 1983;
Ratifications exchanged at Rarotonga September 8, 1983;
Proclaimed by the President October 31, 1983;
Entered into force September 8, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the United States of America and the Cook Islands on Friendship and Delimitation of the Maritime Boundary between the United States of America and the Cook Islands was signed at Rarotonga on June 11, 1980, the text of which, in the English and Maori languages, is hereto annexed;

The Senate of the United States of America by its resolution of June 21, 1983, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on August 16, 1983, in pursuance of the advice and consent of the Senate, and duly ratified on the part of the Cook Islands;

It is provided in Article VII of the Treaty that the Treaty shall enter into force on the date of the exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Rarotonga on September 8, 1983; and accordingly the Treaty entered into force on September 8, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty, to the end that it be observed and fulfilled with good faith on and after September 8, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirty-first day of October in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE COOK ISLANDS ON FRIENDSHIP AND DELIMITATION OF THE MARITIME BOUNDARY BETWEEN THE UNITED STATES OF AMERICA AND THE COOK ISLANDS

The two governments,

Desiring to strengthen the existing bonds of friendship between their countries and in particular between the peoples of the Cook Islands and American Samoa,

Noting the Territorial Sea and Exclusive Economic Zone Act 1977 of the Cook Islands,

Noting the Fishery Conservation and Management Act 1976 of the United States of America,[1]

Desiring to establish a maritime boundary between the United States of America and the Cook Islands,

Noting that the United States of America has maintained a claim to sovereignty over the islands of Pukapuka (Danger), Manihiki, Rakahanga and Penrhyn,

Noting further that this claim has not been recognized by the Cook Islands,

Have agreed as follows:

[1] 90 Stat. 331; 16 U.S.C. § 1801.

Article I

The maritime boundary between the United States of America and the Cook Islands shall be determined by the geodetic lines connecting the following coordinates:

Latitude (South)	Longitude (West)
17°33'28"	166°38'35"
16°45'30"	166°01'39"
16°23'29"	165°45'11"
16°18'30"	165°41'29"
16°08'42"	165°34'12"
15°44'58"	165°16'36"
15°38'47"	165°12'03"
15°14'04"	165°18'29"
15°00'09"	165°22'07"
14°03'30"	165°37'20"
13°44'56"	165°58'44"
13°35'44"	166°09'19"
13°21'25"	166°25'42"
13°14'03"	166°34'03"
13°11'25"	166°37'02"
12°57'51"	166°52'21"
12°41'22"	167°11'01"
12°28'40"	167°25'20"
12°01'55"	168°10'24"
11°43'53"	168°27'58"
11°02'40"	168°29'21"
10°52'31"	168°29'42"
10°12'49"	168°31'02"
10°12'44"	168°31'02"
10°01'26"	168°31'25"

Article II

The geodetic and computational bases used are the World Geodetic System, 1972 (WGS 72) and the following charts and aerial plans:

Rose Island - U.S. Chart Nos. 83484, 6th ed., March 26/77, 1:80,000 - local datum;

Manua Islands - U.S. Chart Nos. 83484, 6th ed., March 26/77, 1:80,000 - corrected for WGS 72, 1980;

Swains Island - U.S. Chart Nos. 83484, 6th ed., March 26/77, 1:40,000 - astro datum 1939;

Palmerston Atoll - Aerial Plan No. 1036/8h (N.Z. Lands & Survey), 1:50,400, 1976 - local datum;

Suwarrow (Suvorov) Atoll - Aerial Plan No. 1036/8E (N.Z. Lands & Survey), 1:50,400, 1975 - local datum;

Nassau Island - Aerial Plan No. 1036/8B (N.Z. Lands & Survey), 1:148,000, 1974 - local datum;

Pukapuka (Danger) Island - Aerial Plan No. 1036/8D (N.Z. Lands & Survey), 1:28,800, 1975 - local datum;

Niue - British Admiralty Chart BA 968, 16th ed., March 1979, 1:150,000, corrections to 1979 - local datum;

Fakaofo Atoll - Aerial Plan No. 1036/7C (N.Z. Lands & Survey), 1:18,000, 1974 - local datum.

Article III

On the side of the maritime boundary adjacent to the Cook Islands, the United States of America shall not, and on the side of the maritime boundary adjacent to American Samoa the Cook Islands shall not, claim or exercise for any purpose sovereign rights or jurisdiction over the waters or seabed and subsoil.

Article IV

The maritime boundary established by this Treaty shall not affect or prejudice in any manner any government's position with respect to the rules of international law concerned with the exercise of jurisdiction over the waters or seabed and subsoil or any other matter relating to the law of the sea.

Article V

The United States of America recognizes the sovereignty of the Cook Islands over the islands of Penrhyn, Pukapuka (Danger), Manihiki and Rakahanga.

Article VI

The Government of the United States of America and the Government of the Cook Islands, in the spirit of peace and friendship existing between the two governments and peoples, agree to cooperate with a view to promoting social and economic development in the Cook Islands, and to work toward the advancement of the South Pacific region as a whole. To these ends, they shall promote discussions between their peoples and appropriate government entities, in particular between the peoples of the Cook Islands and American Samoa.

Article VII

This Treaty shall be subject to ratification and shall enter into force on the date of the exchange of instruments of ratification.[1]

DONE in duplicate, in the English and Maori languages, of which English shall be the authentic text, at Rarotonga this eleventh day of June, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Anne C. Martindell[2]

FOR THE GOVERNMENT OF THE COOK ISLANDS:

Thomas Davis[3]

[1] Sept. 8, 1983.
[2] Anne C. Martindell.
[3] Thomas Davis.

KOREROMOTU I ROTOPU I TE KUKI AIRANI E MARIKE NO RUNGA I TE PIRIANGA OA-TAEAKE E TE AKAKENA ANGA I TE TUANGA TAI-MOANA I ROTOPU I TE KUKI AIRANI E MARIKE

NO TE ANOANO KIA AKAKETAKETAIA TE PIRIANGA OA-TAEAKE I ROTOPU TIKAI I NGA ITI-TANGATA O TE KUKI AIRANI E TE SAMOA O MARIKE,

MA TE TAMOU MARIE I TE TURE TUANGA MOANA E TE TIKAANGA PAPU TIKAI NO TE TAANGAANGA O TE KUKI AIRANI, 1977,

MA TE TAMOU MARIE I TE TURE TAUTAI TAPOROPORO E TE AKAAEREANGA O MARIKE, 1976,

MA TE ANOANO KIA AKATINAMOUIA TETAI KENA MOANA I ROTOPU I TE KUKI AIRANI E MARIKE,

MA TE TAMOU MARIE E, E TE VAI NEI TE IRINAKIANGA O MARIKE E, KO IA RAI TE TUTARA I RUNGA AKE IA PUKAPUKA (DANGER), MANIHIKI, RAKAHANGA E TONGAREVA,

MA TE TAMOU MARIE KATOA ATU E, E KARE TEIA TURANGA TUTARA I ARIKIIA ANA E TE KUKI AIRANI,

KUA AKATIKAIA I RARO AKE NEI:

IRAVA I

NA TE AU RAINI I VAITOIA E TEI TUKATIIA E TE AU TIKOTIANGA E ARU MAI NEI E AKAKOTINGA I TE KENA MOANA I ROTOPU I TE KUKI AIRANI E MARIKE:

Latitude (South)	Longitude (West)
17°33'28"	166°38'35"
16°45'30"	166°01'39"
16°23'29"	165°45'11"
16°18'30"	165°41'29"
16°08'42"	165°34'12"
15°44'58"	165°16'36"
15°38'47"	165°12'03"
15°14'04"	165°18'29"
15°00'09"	165°22'07"
14°03'30"	165°37'20"
13°44'56"	165°58'44"
13°35'44"	166°09'19"
13°21'25"	166°25'42"
13°14'03"	166°34'03"
13°11'25"	166°37'02"
12°57'51"	166°52'21"
12°41'22"	167°11'01"
12°28'40"	167°25'20"
12°01'55"	168°10'24"
11°43'53"	168°27'58"
11°02'40"	168°29'21"
10°52'31"	168°29'42"
10°12'49"	168°31'02"
10°12'44"	168°31'02"
10°01'26"	168°31'25"

IRAVA II

KUA AKANOOIA TE AU RAINI I VAITOIA MA TE KIMIANGA NUMERO KI RUNGA I TE WORLD GEODETIC SYSTEM, 1972 (WGS 72) E PERA KATOA TEIA AU MAPU NEI:

Rose Island - U.S. Chart Nos. 83484, 6th ed., March 26/77, 1:80,000 - local datum;

Manua Islands - U.S. Chart Nos. 83484, 6th ed., March 26/77, 1:80,000 - corrected for WGS 72, 1980;

Swains Island - U.S. Chart Nos. 83484, 6th ed., March 26/77, 1:40,000 - astro datum 1939;

Palmerston Atoll - Aerial Plan No. 1036/8h (N.Z. Lands & Survey), 1:50,400, 1976 - local datum;

Suwarrow (Suvorov) Atoll - Aerial Plan No. 1036/8E (N.Z. Lands & Survey), 1:50,400, 1975 - local datum;

Nassau Island - Aerial Plan No. 1036/8B (N.Z. Lands & Survey), 1:148,000, 1974 - local datum;

Pukapuka (Danger) Island - Aerial Plan No. 1036/8D (N.Z. Lands & Survey), 1:28,800, 1975 - local datum;

Niue - British Admiralty Chart BA 968, 16th ed., March 1979, 1:150,000, corrections to 1979 - local datum;

Fakaofo Atoll - Aerial Plan No. 1036/7C (N.Z. Lands & Survey), 1:18,000, 1974 - local datum.

IRAVA III

I TE TUA O TE KENA MOANA TEI VAITATA MAI KI TE KUKI AIRANI NEI, KARE A MARIKE E TIKAIA, E, I TE TUA O TE KENA MOANA TEI VAITATA ATU KI SAMOA O MARIKE, KARE TE KUKI AIRANI E TIKAIA KIA ARU KEREMU, ME KARE RA, KIA TAANGAANGA, I TETAI UA ATU AKAKOROANGA TIKAANGA-TUTARA, ME KARE RA, AKAAEREANGA MANA KI RUNGA E KI ROTO I TE MOANA, ME KARE RA, KI RUNGA E KI RARO AKE I TE TAKERE O TE MOANA.

IRAVA IV

KARE TE KENA MOANA TEI AKATINAMOUIA E TEIA KORE ROMOTU NEI E RIRO I TE TAMANAMANATA, ME KARE RA, TAKINOKINO ATU I TETAI UA ATU O TE TURANGA O TEIA NGA KAVAMANI NO RUNGA, I TE AU TURE O TE PAPA TURE METUA O TEIANEI AO NO RUNGA I TE TAANGAANGA ANGA I TE MANA AKAAERE KI RUNGA I TE AU MOANA, ME KARE RA, KI RUNGA E KI RARO AKE I TE TAKERE O TE MOANA, ME KARE RA, NO RUNGA I TETAI UA ATU MEA E PIRI VAITATA ATU KI TE TURE O TE MOANA.

IRAVA V

KUA ARIKI A MARIKE I TE TURANGA-TUTARA O TE KUKI AIRANI KI RUNGA I TE AU ENUA I A TONGAREVA, PUKAPUKA (DANGER), MANIHIKI E RAKAHANGA.

IRAVA VI

KO TE KAVAMANI O MARIKE E TE KAVAMANI O TE KUKI AIRANI, I ROTO I TE VAERUA O TE AU E TE OAOA-TAEAKE E TUPU NEI I ROTOPU I NGA KAVAMANI E TE ITI-TANGATA KATOATOA, KUA AKATIKA E KIA TAOKOTAI RAUA NO TE KIMIANGA E TE RAVEANGA I TE AU RAVEANGA E TERE EI TE ORAANGA MEITAKI O TE ITI-TANGATA KUKI AIRANI KI MUA, E PERA KATOA NO TE ANGAANGA AKAPUAPINGAANGA ATU I TE KATOAANGA O TE PA MOANA-NUI-O-KIVA I TONGA. E, NO TEIA AU AKAKOROANGA NEI, KA AKATUPU RAUA I TE URIURIANGA MANAKO I ROTOPU I TO RAUA ITI-TANGATA E TE AU TUANGA IKIIA O TE KAVAMANI, E KO TE MEA MAATA TIKAI, TEI ROTOPU IA I NGA ITI-TANGATA O TE KUKI AIRANI E SAMOA O MARIKE.

IRAVA VII

KO TE AKAMANAANGA E TE AKAPAPUANGA I TEIA KORE ROMOTU NEI, KA MANA TE REIRA I TE RA E OTI EI TE NGA TUKUANGA PEPA AKAMANAANGA TETAI KI TETAI. KUA TATAIA KI ROTO I TE REO PAPA'A E TE REO MAORI E KO TE REO PAPA'A KO TE REO TUMU IA, I RAROTONGA I TEIA RA TAI-NGAURU MA TAI O TIUNU, 1980.

NO TE KUKI AIRANI:

Thomas Davis

NO MARIKE:

Anne C. Martindell

NEW ZEALAND

Maritime Boundaries: Tokelau

Treaty signed at Atafu December 2, 1980;
Transmitted by the President of the United States of America to the Senate March 25, 1981 (Treaty Doc. No. 97-5, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations February 11, 1982 (S. Ex. Rept. No. 97-50, 97th Cong., 2d Sess.);
Advice and consent to ratification by the Senate June 21, 1983;
Ratified by the President August 16, 1983;
Ratified by New Zealand August 26, 1983;
Ratifications exchanged at Pago Pago September 3, 1983;
Proclaimed by the President October 31, 1983;
Entered into force September 3, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the United States of America and New Zealand on the Delimitation of the Maritime Boundary between Tokelau and the United States of America was signed at Atafu on December 2, 1980, the text of which, in the English and Tokelauan languages, is hereto annexed;

The Senate of the United States of America by its resolution of June 21, 1983, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on August 16, 1983, in pursuance of the advice and consent of the Senate, and duly ratified on the part of New Zealand;

It is provided in Article VII of the Treaty that the Treaty shall enter into force on the date of exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Pago Pago, American Samoa on September 3, 1983; and accordingly the Treaty entered into force on September 3, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty, to the end that it be observed and fulfilled with good faith on and after September 3, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirty-first day of October in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

TREATY BETWEEN THE UNITED STATES OF AMERICA AND NEW ZEALAND ON THE DELIMITATION OF THE MARITIME BOUNDARY BETWEEN TOKELAU AND THE UNITED STATES OF AMERICA

The two Governments,

Recalling the responsibilities exercised by New Zealand in respect of Tokelau pending the exercise by the people of Tokelau of their right to self-determination in accordance with the United Nations declaration on the granting of independence to colonial countries and peoples;

Noting that the people of Tokelau, acting through the General Fono of Tokelau, have requested that New Zealand take steps to delimit the maritime boundaries of Tokelau;

Desiring to strengthen the existing bonds of friendship between Tokelau and the United States and in particular between the peoples of Tokelau and American Samoa;

Noting the Tokelau Territorial Sea and Exclusive Economic Zone Act 1977;

Noting the Fishery Conservation and Management Act 1976 of the United States of America;[1]

[1] 90 Stat. 331; 16 U.S.C. § 1801.

Noting that the United States of America has maintained a claim to sovereignty over the islands of Atafu, Nukunonu, and Fakaofo and that this claim has not been recognised by New Zealand or the people of Tokelau;

Noting further that the United States exercises sovereignty over and administers the islands known as American Samoa and that New Zealand has not claimed or administered as part of Tokelau any of the islands presently administered by the United States as part of American Samoa;

Desiring to establish a maritime boundary between Tokelau and the United States of America have agreed, with the concurrence of the people of Tokelau, as follows:

ARTICLE I

The maritime boundary between Tokelau and the United States shall be determined by the geodetic lines connecting the following coordinates:

Latitude (South)	Longitude (West)
10°01'26"	168°31'25"
10°07'52"	169°46'50"
10°10'18"	170°16'10"
10°15'17"	171°15'32"
10°17'50"	171°50'58"
10°25'26"	172°11'01"
10°46'15"	173°03'53"
11°02'17"	173°44'48"

ARTICLE II

The geodetic and computational bases used for determining the coordinate values in Article I are the World Geodetic System, 1972 (WGS 72) and the following charts and aerial plans:

- Charts published by the National Ocean Survey of the United States of America; NOS No. 83484, 6th edition, March 26, 1977;

- Charts published by the Defence Mapping Agency of the United States of America; DMAHTC No. 83473, 7th edition, May 8, 1976;

- Aerial Plans published by the Department of Lands and Survey of New Zealand;
  No. 1036/7C, 1974
  No. 1036/7B2, 1974
  No. 1036/8d, 1975

ARTICLE III

On the side of the maritime boundary adjacent to Tokelau, the United States of America shall not claim or exercise for any purpose sovereign rights or jurisdiction over the waters or seabed and subsoil. On the side of the maritime boundary adjacent to American Samoa there shall not be claimed or exercised for any purpose in respect of Tokelau sovereign rights or jurisdiction over the waters or seabed and subsoil.

ARTICLE IV

The maritime boundary established by this Treaty shall not affect or prejudice in any manner either Government's position with respect to the rules of international law concerned with the exercise of jurisdiction over the waters or seabed and subsoil or any other matter relating to the Law of the Sea.

The United States recognises that sovereignty over the islands of Atafu, Nukunonu and Fakaofo, together comprising Tokelau is vested in the people of Tokelau and is exercised on their behalf by the Government of New Zealand pending an act of self-determination in accordance with the Charter of the United Nations.[1]

ARTICLE VI

The Government of the United States of America and the Government of New Zealand, in the spirit of peace and friendship existing between the two Governments and peoples agree to cooperate with a view to promoting social and economic development in accordance with the wishes of the peoples of Tokelau and American Samoa, and to work towards the advancement of the South Pacific region as a whole. To these ends they shall promote discussions between their peoples and appropriate Government entities, in particular between the peoples of Tokelau and American Samoa.

ARTICLE VII

This Treaty shall be subject to ratification and shall enter into force on the date of exchange of instruments of ratification.[2]

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[1] Signed June 26, 1945. TS 993; 59 Stat. 1031; 3 Bevans 1153.
[2] Sept. 3, 1983.

Done in triplicate at Atafu this second day of December 1980, in the English and Tokelauan languages of which the English will be the authentic text.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Anne C. Martindell[1]

[SEAL]

FOR THE GOVERNMENT OF NEW ZEALAND

Itieli Pereira[2]

Amusia Patea[3]

Aloisio Ineleo[4]

[SEAL]

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[1] Anne C. Martindell.
[2] Itieli Pereira.
[3] Amusia Patea.
[4] Aloisio Ineleo.

KO TE FEAGAIGA O TOKEHEGA KO HE
FEAGAIGA I TE VA O NIU HILA MA TE IUNAITE HITETE O AMERIKA
I TE FAIGA O NA TUAKOI I TE TAI I TE VA O TOKELAU
MA TE IUNAITE HITETE O AMERIKA

Ko na Malo e lua:

I te manatua o te tiute e taukave e Niu Hila e fakatatau ki Tokelau ke fakatali ai te gaoioiga a tagata o Tokelau ki to latou aia ki te faia o a latou tonu e ki latou lava, e tuha ai ma te fakahalalauga a Malo Kaufakatahi i te tuku atu o te tutokatahi ki atunuku ma tagata e i lalo i na pulega faka kolone;

I te iloa ko tagata o Tokelau na tuku atu ta latou talohaga e kui atu i te Fono Aofia a Tokelau kia Niu Hila ke fai e ia na lahaga ke fakailoga ai na tuakoi i te tai o Tokelau;

I te manakoga ke fakamalohia te hokotaga faka uo i te va o Tokelau ma te Iunaite Hitete kae maihe lava i te va o tagata o Tokelau ma Amerika Hamoa;

I te iloa o te Tulafono o te tauhaga 1977 mo te Hone o te Tamaokaiga Fakapitoa i te Tai o Tokelau;

I te iloa o te Tulafono o te tauhaga 1976 a te Iunaite Hitete o Amerika mo te Puipuiga o Mea Tau Faigafaiva;

I te iloa ko te Iunaite Hitete o Amerika e fakamautu tana mau ki te pulea o na motu ko Atafu, Nukunonu, ma Fakaofo ma ko tenei mau e he amanakia e Niu Hila pe ko tagata o Tokelau;

I te iloa atili ko te Iunaite Hitete e pulea ma tauhia e ia na motu e takua ko Amerika Hamoa ma ko Niu Hila e heai hana mau pe ko hana tauhiga na fai fakatahi ki he motu ma Tokelau i ho he motu o Amerika Hamoa ie e tauhi nei e te Iunaite Hitete;

I te manakoga ke fakamau te tuakoi i te tai i te va o Tokelau ma Iunaite Hitete o Amerika kua malilie ai, fakatahi ma te maliliega o tagata o Tokelau, e ve ona fakaali atu i lalo:

VAEGA I

Ko te tuakoi i te tai i te va o Tokaleu ma te Iunaite Hitete ka fakaíloga i na laina fuafua o te tino o te lalolagi e fehokotaki ai na tulaga ienei i lalo:

1. 10° 01'26" Haute
   168° 31'25" Hihifo

2. 10° 07'52" Haute
   169° 46'50" Hihifo

3. 10° 10'18" Haute
   170° 16'10" Hihifo

4. 10° 15'17" Haute
   171° 15'32" Hihifo

5. 10° 17'50" Haute
   171° 50'58" Hihifo

6. 10° 25'26" Haute
   172° 11'01" Hihifo

7. 10° 26'15" Haute
   173° 03'53" Hihifo

8. 11° 02'17" Haute
   173° 44'48" Hihifo

VAEGA II

Ko na faiga kua fakaaoga i te fuafuaga o na laina i te tino o te lalolagi ke fakailoga ai na tulaga i te Vaega 1 ko te Faiga a te Lalolagi mo te Fuafuaga o na Laina, 1972 (WGS 72) ma na fafanua o te tai ma na fuafuaga i te ea, iena i lalo:

– ko na fafanua o te tai na lomia e te Vaega mo te Fuafuaga o te Tai a te Iunaite Hitete o Amerika; numera 83484, lomiga e 6 Mati 26 1977;

– ko na fafanua o te tai na lomia e te Ofiha o Fafanua tau te Puipuiga a te Iunaite Hitete o Amerika; DMAHTC numera 83473, lomiga e 7 Me 8, 1976;

– ko te Fuafuaga i te Ea na lomia e te Ofiha o Kelekele ma Fuafuaga a Niu Hila;
  numera 1036/7C, 1974
  numera 1036/7B2, 1974
  numera 1036/8d, 1975

VAEGA III

I te itu o te tuakoi i te tai e pito ki Tokelau, ka he faia ai e te Iunaite Hitete o Amerika hana mau pe ni gaoioiga mo ni aia e pulea ai pe ni aia faka te tulafono ki te tai pe ko te takele o te tai ma te kelekele i lalo ifo o te fogakelekele pito ki luga. I te itu o te tuakoi i te tai e pito ki Amerika Hamoa ka heai he mau pe ni gaoioiga mo ho he mafuaga ki ni aia faka pulega pe ni aia faka te tulafono a Tokelau ki te tai pe ko te takele o te tai ma te kelekele i lalo ifo o te fogakelekele pito ki luga.

VEAGA IV

Ko te tuakoi i te tai teia kua fakamautu i tenei Feagaiga, ka he afia ai pe faka he aoga ai i ho he auala te tulaga o he Malo i na malo e lua i te itu e uiga hi na vaega o te tulafono faka-va-o-malo e fakatatau ki te fakagaoioiga o te aia faka te tulafono ki te tai pe ko te takele o te tai ma te kelekele i lalo ifo o te fogakelekele pito ki luga pe ko he tahi matakupu e uiga ki te Tulafono o te Tai.

VEAGA V

E amanakia e te Iunaite Hitete ko te pule ki na motu ko Atafu, Nukunonu ma Fakaofo i e e aofia i loto o Tokelau kua tuku atu ki tagata o Tokelau ma e fakagaoioi mo latou e te Malo o Niu Hila ke fakatali ai te faiga mo te faia o a latou tonu e ki latc lava e tuha ai ma te Fuafuaga a Malo Kaufakatahi.

VEAGA VI

Ko te Malo o Iunaite Hitete o Amerika ma te Malo o Niu Hila, i he agaga o te filemu ma te fakauo i te va o na Malo e lua ma tagata kua malilie ke galulue fakatahi ma he manatu ke fakaleleia te agai ki mua o te va fealoaki ma te tamaokaiga e tuha ai ma na manakoga o tagata o Tokelau ma Amerika Hamoa, ma galulue mo te fakafanoga ki mua o te Pahefika i Haute katoa. Ona ko ienei fakamoemoega ka fakaauau ai e ki laua na talanoaga i te va o o la tagata ma te va o na Malo, kae maihe lava i te va o tagata o Tokelau ma Amerika Hamoa.

VEAGA VII

Ko tenei Feagaiga ka fakalagolago ki he fakamaoniga ma ka fakamalohia i te aho e fehuiaki ai na pepa o te fakamaoniga.

Na fai i ni lomiga e tolu i Atafu i te aho lua o Tehema 1980, i te gagana Fakaigilihi mate Fakatokelau mae ko te Fakaigilihi ko te hakoga tena.

TE IUNAITE HITETE O AMERIKA

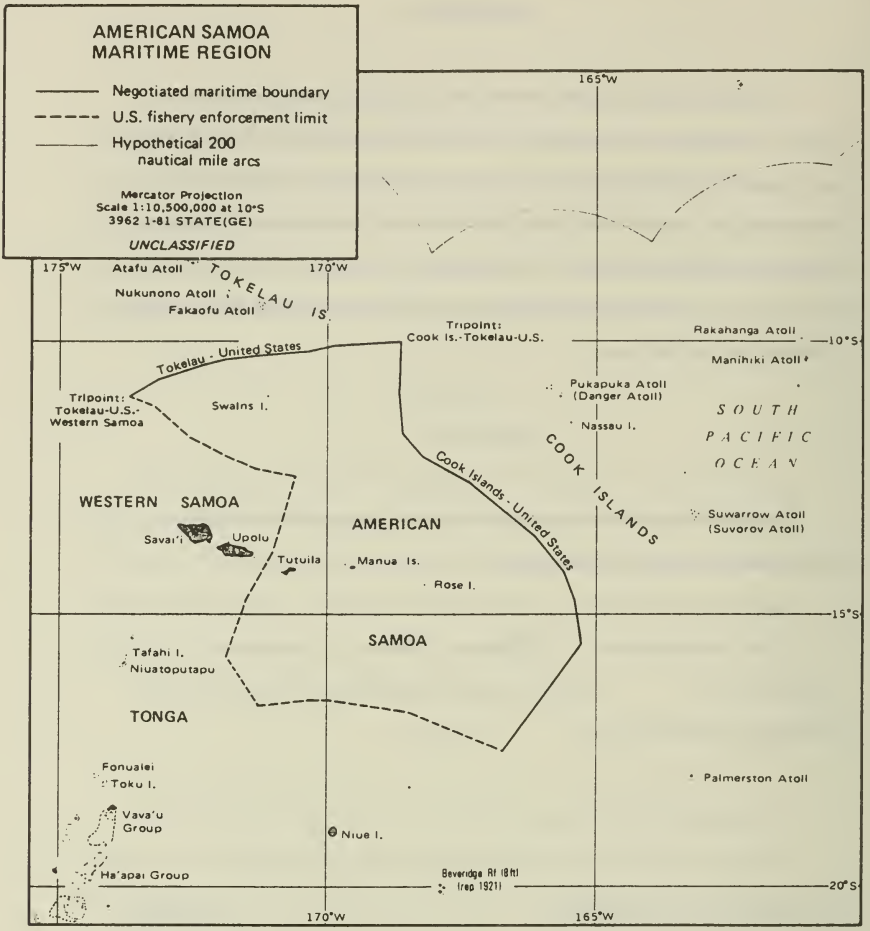
Anne C. Martindell

NIU HILA

Itieli Pereira

Amasio Peteo

Aloisio Inelco


AMERICAN SAMOA
MARITIME REGION
Negotiated maritime boundary
U.S. fishery enforcement limit
Hypothetical 200 nautical mile arcs
Mercator Projection
Scale 1:10,500,000 at 10°S
3962 1-81 STATE(GE)
UNCLASSIFIED
165°W
175°W
170°W
Atafu Atoll
Nukunono Atoll
Fakaofu Atoll
TOKELAU IS.
Tripoint: Cook Is.-Tokelau-U.S.
Rakahanga Atoll
10°S
Manihiki Atoll
Tokelau - United States
Tripoint: Tokelau-U.S.-Western Samoa
Swains I.
Pukapuka Atoll (Danger Atoll)
Nassau I.
SOUTH PACIFIC OCEAN
COOK ISLANDS
Cook Islands - United States
WESTERN SAMOA
Savai'i
Upolu
AMERICAN SAMOA
Tutuila
Manua Is.
Rose I.
Suwarrow Atoll (Suvorov Atoll)
15°S
Tafahi I.
Niuatoputapu
TONGA
Fonualei
Toku I.
Vava'u Group
Niue I.
Palmerston Atoll
Ha'apai Group
Beveridge Rf (8ft) (rep 1921)
20°S
170°W
165°W

TUVALU

Friendship and Territorial Sovereignty

Treaty signed at Funafuti February 7, 1979;
Transmitted by the President of the United States of America to the Senate May 9, 1979 (S. Ex. W, 96th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations March 21, 1983 (S. Ex. Rept. No. 98–5, 98th Cong., 1st Sess.);
Advice and consent to ratification by the Senate June 21, 1983;
Ratified by the President August 16, 1983;
Ratified by Tuvalu September 14, 1983;
Ratifications exchanged at Suva, Fiji September 23, 1983;
Proclaimed by the President November 21, 1983;
Entered into force September 23, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty of Friendship between the United States of America and Tuvalu was signed at Funafuti on February 7, 1979, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of June 21, 1983, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on August 16, 1983, in pursuance of the advice and consent of the Senate, and was ratified on the part of Tuvalu;

It is provided in Article V of the Treaty that the Treaty shall enter into force on the date of the exchange of the instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Suva, Fiji on September 23, 1983, and accordingly the Treaty entered into force on September 23, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty to the end that it be observed and fulfilled with good faith on and after September 23, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-first day of November in the year of our Lord one thousand nine hundred eighty three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:

GEORGE P. SHULTZ
Secretary of State

TREATY OF FRIENDSHIP BETWEEN
THE UNITED STATES OF AMERICA
AND TUVALU

The Government of the United States of America and the Government of Tuvalu,

Desirous of strengthening the bonds of peace and friendship traditionally existing between the people of Tuvalu and the people of the United States,

Acknowledging that the Government of the United States has heretofore claimed sovereignty over certain islands of Tuvalu, namely Funafuti Atoll, Nukufetau Atoll and the islands known variously as Nukulaelae or Nukulailai and Niulakita or Nurakita,

Conscious of the interest of both nations in a stable and secure South Pacific,

Aware of the importance of cooperation between the Governments of the United States and Tuvalu to these ends,

Have agreed as follows:

ARTICLE I

The Government of the United States recognizes the sovereignty of Tuvalu over the islands of Tuvalu named in the Preamble.

ARTICLE II

The Government of the United States and the Government of Tuvalu, in the spirit of peace and friendship existing between the two governments and peoples, agree to consult on matters of mutual concern and interest, and to work cooperatively to promote social and economic development, peace, and security in the South Pacific region.

ARTICLE III

In accordance with the close and friendly relations between Tuvalu and the United States the two governments agree to consult during times of international crisis regarding any requests by the United States for use of Tuvaluan territory for military purposes and by Tuvalu for assistance and support. The two governments also agree to consult regarding any proposed use of Tuvaluan territory for military purposes by third parties.

ARTICLE IV

Conscious of the interest of the people of the United States and the people of American Samoa in developing close cooperation with the people of Tuvalu in the economic development of fisheries off their respective coasts, and recognizing the desirability of promoting such a close cooperative relationship for their mutual benefit, the Government of the United States and the Government of Tuvalu agree to consult directly and through appropriate regional organizations to which both are parties in matters relating to the conservation, management, utilization and exploitation of fisheries resources of mutual interest, and to facilitate cooperative arrangements and fishing ventures of mutual interest and benefit. To this end, the two governments shall promote discussions between their nationals and appropriate government entities, and in particular between the peoples of American Samoa and Tuvalu, for the purpose of entering into such arrangements.

ARTICLE V

(a) This Treaty shall be subject to ratification by the parties and shall enter into force on the date of the exchange of the instruments of ratification.[1]

(b) This Treaty shall remain in force for ten years and shall thereafter be subject to review by the parties, or termination by either party upon six months notice; provided however, that Article I of this Treaty shall not be subject to such review or termination.

[1] Sept. 23, 1983.

DONE in duplicate, in the English and Tuvalu languages, of which the English shall be the authentic text at Funafuti, this seventh day of February, 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

William Bodde, Jr. [1]

FOR THE GOVERNMENT OF TUVALU:

T. Lauti [2]

[1] William Bodde, Jr.
[2] T. Lauti.

FEAGAIGA O TE FAKATAUGASOA O AMELIKA MO TUVALU

Te Maaloo o te Iunaitete Sitete o Amelika mo te Maaloo o Tuvalu, mai te manakoga o laaua ke fakamalosia te fusi o te filemu mo te fakataugasoa tela ko leva ne maua ite vaa o Tino o Tuvalu mo Tino o te Iunaitete Sitete, mo te iloa lelei me i te Maaloo o te Iunaitete Sitete ko oti talumai taimi nei ne fai tena tagi me o ia naai fenua o Tuvalu, kola ko te Atumotu o Funafuti, Atumotu o Nukufetau mo fenua kola e kesekese a fakaigoaga o laua kola ko Nukulaelae io me ko Nukulailai mo Niulakita io me ko Nurakita, mote iloa tonu o loto tonu o Maaloo o Atufenua e lua konei e uiga mo te nofo llei mote nnofo filemu o te Pasefika ki Saute, mote iloa foki ne laaua te ttaua o te fakataufesoasoani i te vaa o Maaloo o te Iunaitete Sitete mo Tuvalu i vaega mea pena, ko lototasi laaua penei:

FAKANOFOGA MUAMUA

A te Maaloo o te Iunaitete Sitete ko talia ne ia ke fai te pulega a Tuvalu i luga i fenua o Tuvalu kolaa e fakaasi atu i te Fakatomuaga.

TE LUA O FAKANOFOGA

Te Maaloo o te Iunaitete Sitete mo te Maaloo o Tuvalu, mai te agaaga o te filemu mote fakataugasoa telaa ko leva ne maua i te vaa o laua pela foki mo la Tino, ko lototasi laaua ke filifili laaua ki mea e taia laaua iei kae aogaa foki mo laua, kae ke gaallue fakataufesoasoani foki laaua ke sikiake tulaga atiake o mea tau te olaga mo mea tau te maumea, te filemu mo te nnofo llei i te Pasefika ki Saute.

TE TOLU O FAKANOFOGA

E pela mo te llei mo te fealofani o fesokotakiga i te vaa o Tuvalu mo te Iunaitete Sitete, ko lotogatasi a Maaloo e lua ke filifili fakatasi laaua i taimi e ttupu ei ne fakalavelave llasi i vaa o Maaloo valevale e uiga mo ne fakatagi mai te Iunaitete Sitete ke fakaaogaa ne ia te laukele o Tuvalu e uiga mo mea e fakapogai ki taua mo se fakatagi mai Tuvalu e uiga mo se puipuiga io me se fesoasoani. A Maaloo e lua ko lototasi foki ke filifili fakatasi laaua e uiga mo soose fakatokaga ka fai e uiga mo te fakaaogaaga o te laukele o Tuvalu mo mea e fakapogai ki taua ne se isi maaloo.

TIAS 10776

TE FAA O FAKANOFOGA

Pela mo te mea ko iloa i te fiafia o tino o te Iunaitete Sitete mo tino o Amelika Samoa o atiake te vaa llei fakataufesoasoani mo tino Tuvalu i te atiakega o te maumea i mea tau faika i tai o fenua o laatou takitasi, kae mai te mautinoa atu foki o te manakogia o te fia atiake o se va fakataufesoasoani pena ke llei mo te manuia o laatou. Te Maaloo o te Iunaitete Sitete mo te Maaloo o Tuvalu ko lototasi ke fakataufesoasoani laaua i a laaua eloa io me e alatu atu i niisi fakapotopotoga o te vasa nei kolaa e kkau katoa laaua i ei e uiga mo feitu tau te putiakega, pulepulega, fakaaogaaga mote salasalaga ote maumea ki ika telaa mote llei katoatoa, kae ke fai ake ne laaua se aofaga fakataufesoasoani mo ne faigaa faiva kolaa e fiafia kiei kae aogaa foki mo laaua. E uiga mote feitu tenei, a Maaloo e lua ka fai ne faipatiga i vaa o tino o laaua pela foki mo maga ttau o la Maaloo, kae tafasili atu i ei, ko te vaa o tino Amelika Samoa mo Tuvalu, ko te mea ke fakamoe ne aofaga pena.

TE LIMA O FAKANOFOGA

A) A te feagaiga tenei ka ttau o fakataliagina ne feitu e lua kae ka kamata mai te malosi o ia i te po o te masina tela ka fesuiaki i ei a pepa o fakataliaga.

E) A te Feagaiga tenei ka tumau tena malosi i se sefulu tausaga kae mai tua atu ka mafai o toe iloilo ake ne feitu e lua, io me fakagata ne se feitu i feitu e lua manafai ko oti ne kave ne ia se fakailoaga ki sua feitu e ono masina mai mua o taimi e fakagata iei; kae na fua ko te fakanofoga muamua o te Feagaiga tenei ka se mafai o fai kiei se iloiloga pena io me fakagata.

NE FAI i pepa e lua, i te gana Palagi mo te gana Tuvalu, tela ko te pepa i te gana Palagi ko ia te pepa tonu i Funafuti, Tuvalu, i te aso nei, tela ko te po fitu o te masina ko Fepuali, 1979.

William Bodde, Jr. .....
Te Sui o te Maaloo o te Iunaitete Sitete o Amelika.

.....
Te Sui o te Maaloo o Tuvalu.

KIRIBATI

Friendship and Territorial Sovereignty

Treaty, with agreed minute, signed at Tarawa September 20, 1979;
Transmitted by the President of the United States of America to the Senate January 24, 1980 (S. Ex. A, 96th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations March 21, 1983 (S. Ex. Rept. No. 98-6, 98th Cong., 1st Sess.);
Advice and consent to ratification by the Senate June 21, 1983;
Ratified by the President August 16, 1983;
Ratified by Kiribati September 20, 1983;
Ratifications exchanged at Suva, Fiji September 23, 1983;
Proclaimed by the President November 17, 1983;
Entered into force September 23, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty of Friendship between the United States of America and the Republic of Kiribati, together with an Agreed Minute, was signed at Tarawa on September 20, 1979, the texts of which are hereto annexed;

The Senate of the United States of America by its resolution of June 21, 1983, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty and Agreed Minute;

The Treaty and Agreed Minute were ratified by the President of the United States of America on August 16, 1983, in pursuance of the advice and consent of the Senate, and were ratified on the part of the Republic of Kiribati;

It is provided in Article 7 of the Treaty that the Treaty shall enter into force on the date of the exchange of the instruments of ratification;

The instruments of ratification of the Treaty and Agreed Minute were exchanged at Suva, Fiji on September 23, 1983, and accordingly the Treaty and Agreed Minute entered into force on September 23, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty and Agreed Minute to the end that they be observed and fulfilled with good faith on and after September 23, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this seventeenth day of November in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:

GEORGE P. SHULTZ
Secretary of State

TREATY OF FRIENDSHIP BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF KIRIBATI

The Government of the United States of America and the Government of the Republic of Kiribati,

Desirous of maintaining the bonds of peace and friendship traditionally existing between the people of the United States and the people of Kiribati;

Acknowledging that the United States has hitherto claimed sovereignty over the islands of Canton (Kanton), Enderbury, Hull (Orona), Birnie, Gardner (Nikumaroro), Phoenix (Rawaki), Sydney (Manra), McKean, Christmas (Kiritimati), Caroline, Starbuck, Malden, Flint and Vostok;

Conscious of their mutual interest in a stable and peaceful Pacific;

Have agreed as follows:

ARTICLE 1

The Government of the United States recognizes the sovereignty of Kiribati over the islands of Kiribati named in the preamble as a part of the territory of the sovereign Republic of Kiribati.

ARTICLE 2

The two Governments, in the spirit of friendship existing between them, shall consult together on matters of mutual concern and interest in time of need, and, in particular, to promote social and economic development, peace, and security in the Pacific region. Any military use by third parties of the islands named in the preamble shall be the subject of such consultations.

ARTICLE 3

Any future use by the Government of the United States of facilities constructed by it on Canton (Kanton), Enderbury, and Hull (Orona) shall be in accordance with agreements to be negotiated between the two Governments. The Government of Kiribati agrees that these facilities shall not be made available to third parties for military purposes except with the agreement of the Government of the United States.

ARTICLE 4

The two Governments recognize the interest of their peoples in close cooperation for their mutual benefit in economic development relating to fisheries off their coasts. The two Governments agree to consult directly, and/or through appropriate regional organizations to which both are parties, regarding matters relating to the conservation, management, and utilization of fisheries of mutual interest. They agree also to encourage and facilitate cooperative arrangements and fishing ventures of mutual interest and benefit. For the purpose of entering into such arrangements the two Governments shall promote discussions between their nationals and appropriate governmental entities.

ARTICLE 5

The Governments of the United States and Kiribati will use their best efforts to encourage cooperation between the two countries in protecting the unique natural and cultural resources of Kiribati, and, for their mutual benefit, to encourage and facilitate scientific research activities and cultural exchanges.

ARTICLE 6

The Governments of the United States and Kiribati agree to encourage joint utilization of facilities constructed by the United States on Canton (Kanton) for the mutual benefit of their nationals and/or appropriate governmental entities.

ARTICLE 7

(a) This Treaty shall be subject to ratification by the parties and shall enter into force on the date of the exchange of instruments of ratification.[1]

(b) This Treaty shall remain in force for ten years and shall thereafter be subject to termination by either party upon six months notice; provided, however, that Article 1 of this Treaty shall not be subject to termination.

DONE in duplicate, in the English and Kiribati languages of which the English shall be the authentic text, at Tarawa, this 20th day of September, 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

William Bodde, Jr.[2]

FOR THE GOVERNMENT OF THE REPUBLIC OF KIRIBATI:

I. Tabai[3]

[1] Sept. 23, 1983.
[2] William Bodde, Jr.
[3] I. Tabai.

TE BORARAOI N IRAORAO I MARENAN
AMERIKA AO KIRIBATI

Tautaekan Amerika ao Kiribati,

I bukin nanoia n tangira kateimatoaan taian itoman i bukin te rau ao te iraorao ake a kaman reke i marenaia kain Amerika ao kaini Kiribati;

Ao n atakin Amerika are e a tia n tau ba ana bai abamakoro aika Kanton (Canton), Enderbury, Orona (Hull), Birnie, Nikumaroro (Gardner), Rawaki (Phoenix), Manra (Sydney), McKean, Kiritimati (Christmas), Caroline, Starbuck, Malden, Flint ao Vostok;

Ao i bukin nanoia n tabeakina kateimatoaan mweraoin ao raun te Betebeke;

A tia ni kariaia n aron aei:

MAKORO 1

E kakoaua te Tautaeka n Amerika ba a tauaki aba irouni Kiribati abamakoro ake a kaotaki ni moan aei ba makoron abani Kiribati.

MAKORO 2

I bukin te nano n iraorao i marenaia Tautaeka aika uoua, ao a na uaia n ikakarabakau i bukin aroaro ma kantaninga ake a iangoi n te tai are a tangiraki iai ao ai moara riki i bukini karikirakean te mweraoi ao te kaubai, te raoi ao te aki buakanaki i nanon aba n te Betebeke. Ngkana a kabonganaaki aba aika a tia n oti i moan aei irouia tautaeka tabeua i bukini baai ni buaka, ao e riai te ikakarabakau i bukin anne.

MAKORO 3

Ngkana iai ana kantaninga te Tautaeka n Amerika nakon taai aika a na roko ni manga kabonganai baai ake a tia ni kateaki irouna i aoni Kanton (Canton), Enderbury ao Orona (Hull) ao e riai ni kaeti anne ma taiani boraraoi ake a na waakinaki i marenan Tautaeka aika uoua. E kariaia te Tautaeka ni Kiribati ba a na aki kabonganaaki baai akanne iroun te tautaeka riki teuana i bukini baai ni buaka ma ti ngkana e kariaia te Tautaeka n Amerika.

MAKORO 4

A uaia Tautaeka aika uoua ni kinai nanoia aia aomata ni kan i buobuoki i marenaia i bukin reken aroia ni karikirakei makuri n akawa i nanoni marawan abaia. A kariaia Tautaeka aika

uoua ni kakarabakau i marenaia, ke rinanoni bootaki aika a uaia ni kaainaki irouia, i bukin taekan tararuakin, babairean ma kabonganakin te ika. A kariaia naba kaungaakin ao karekean angan reken te i buobuoki i marenaia ni makuri n akawa ake a na reke iai kabaiaia. N te aro ba a aonga ni karaooaki aikai, ao a na uaia Tautaeka aika uoua ni kaungai kakarabakau i marenaia aia aomata ma maangan nako aia Tautaeka.

MAKORO 5

A na uaia Tautaekan Amerika ao Kiribati ni karaoa are katokin aia konaa ni kaungaa aron te i buobuoki i bon irouia n tararuakin aroaro ma katei ake bon rikiani Kiribati ao ni kaungai ao ni buoki taiani kakaae i bukin rabakau ni botaki ma taiani mamanaga ma kaibibiti i marenaia i bukin norani katein abaia.

MAKORO 6

A kariaia Tautaekan Amerika ao Kiribati ni kaunga te itoman i marenaia aia aomata ke maangan makurin tautaeka i bukin karikirakean aroia ni kabonganakini baai ake a tia ni kateaki i aoni Kanton (Canton).

MAKORO 7

(a) E na manga rinanoaki mani kariaiaki te Boraraoi aei irouia botaki aika uoua ao mani bainaki man te tai are e kanakoaki iai te reta ni kariaia.

(b) E na tiku ni bainaki te Boraraoi aei i nanon tebwina te ririki, ao e na kona ni kamaunaaki iroun te itera teuana ngkana e a tia ni kaota nanona onoua te namakaina mai maina; ma e ngae n anne ao te Makoro 1 n te Boraraoi aei e na aki kona ni kamaunaaki.

E koreaki ni kauouaaki n te taetae ni Matang ao ni Kiribati, ma e na bainaki te taetae ni Matang i bukin te kamataata, i Tarawa n te bong ae 26th Tebetemba 1979.

I BUKIN TE TAUTAEKA
N AMERIKA:

William Bodde, Jr

I BUKIN TE TAUTAEKA
NI KIRIBATI:

T. Tabai

AGREED MINUTE

In the spirit of the Treaty of Friendship signed today by the Government of the United States of America and the Government of the Republic of Kiribati, and in particular Article 4, the Government of Kiribati assures the Government of the United States that application by United States flag vessels or vessels supplying canneries in American Samoa for licenses to fish within Kiribati fishery limits will be sympathetically considered without discrimination and without regard to fishing method.

Conservation measures of the Government of Kiribati would have to be observed.

The Government of Kiribati further advises the Government of the United States that it is the current policy of the Government of Kiribati not to grant exclusive licenses.

TE MINITI ARE E A TIA NI KARIAIAKI

I bukin te nano are e oti n te Boraraoi n Iraorao are e tiaainaaki n te bong aei i marenan te Tautaeka n Amerika ao te Tautaeka ni Kiribati, ao are e kaineti riki ma te Makoro 4, ao e kaota nanona te Tautaeka ni Kiribati nakon te Tautaeka n Amerika ba bubuti mairouia kaibuken Amerika ke kaibuke ake a akawa nakon te tabo ni karao ika are i Amerikan Tamao, ake a kani kareke raitienti n akawa i nanon ana marawa n akawa Kiribati, a na rinanoaki ma te mannano n akea te nanonano ao n aki tabeakinaki ba aekakira te katei n akawa are e kamanenaaki.

A riai n iraki ana babaaire te Tautaeka ni Kiribati i buken tararuaakin te ika.

E a manga kaotia riki te Tautaeka ni Kiribati nakon te Tautaeka n Amerika ba ana babaaire te Tautaeka ni Kiribati ngkai be e aki kataua te anga te raitienti ni kakaonoti.

PEOPLE'S REPUBLIC OF BULGARIA

Cultural Relations: Exchanges for 1983–1984

Agreement signed at Sofia November 19, 1982;
Entered into force November 19, 1982;
Effective January 1, 1983.

PROGRAM OF CULTURAL, EDUCATIONAL, SCIENTIFIC AND TECHNOLOGICAL EXCHANGES BETWEEN THE UNITED STATES OF AMERICA AND THE PEOPLE'S REPUBLIC OF BULGARIA FOR 1983 AND 1984

The Government of the United States of America and the Government of the People's Republic of Bulgaria, acting in the spirit of the Final Act of the Conference on Security and Cooperation in Europe and the Agreement between the Government of the United States of America and the Government of the People's Republic of Bulgaria on Exchanges and Cooperation in Cultural, Scientific, Educational, Technological and Other Fields, and taking into account the experience of the 1981-1982 Program,[1] agree on the following:

ARTICLE I

1. The Parties will exchange each year at least seven international visitors and specialists on each side for periods up to four weeks for professional observation and consultation in fields such as the arts, culture, education, government, the information media, agriculture, and science. The fields of specialization will be agreed by the Parties.

2. The Parties will facilitate the exchange each year of two university lecturers from each side for a full academic year. Lecturers desiring language training will be assigned to appropriate training programs in the host country for at least one month prior to the beginning of their lecturing assignments. The lecturers' fields of expertise will be agreed by the Parties in each case, and may include, but are not limited to, the civilization, history, archeology, culture, economic, and political systems, language, and literature of their own country.

[1] Agreement signed Nov. 21, 1980. TIAS 10058; 33 UST .

3. Each Party will provide at least one five-month scholarship each year for specialists from the other country for study in the fields of art, culture, social sciences, and history. Specific arrangements will be determined through diplomatic channels.

4. Each Party will provide one five-month scholarship each year for a specialist from the other country for research in economics, management science, business law, marketing, or related fields. Specific arrangements will be determined by the two Parties in accord with the desires of the nominee and the possibilities of the host country.

5. Each Party will provide one five-month scholarship for each year of this Program for a specialist from the other country in the fields of modern American and Bulgarian literature or linguistics for study and research.

6. The People's Republic of Bulgaria will provide five places each year for American scholars and students in Bulgarian and Slavic studies, including lecturers under Article I (2), to participate in the Summer Seminar for Foreign Slavic or Bulgarian Scholars in the People's Republic of Bulgaria.

7. The United States of America will provide one lecturer/specialist for one month in English language teaching, methodology, and linguistics for the summer seminar for Bulgarian teachers of English.

8. The Parties will encourage the conclusion of agreements for direct exchanges between universities, research institutes, and other appropriate organizations of the two countries.

9. The Parties will facilitate the exchange of informational materials on their education systems, including school and instructional literature, textbooks, periodicals, and other pedagogical publications.

10. The Parties agree to encourage participation in seminars and lectures organized by each Party to promote better understanding of the historical, social, economic, and political processes of each country in the other country. The financial conditions for the implementation of this provision will be determined in each case through diplomatic channels.

ARTICLE II

1. The Parties will take all appropriate measures to fulfill the Agreement of February 9, 1978,[1] between the National Science Foundation of the United States of America and the State Committee for Science and Technical Progress of the People's Republic of Bulgaria.

2. The Parties will encourage continued fulfillment of the Memorandum of Understanding between the National Academy of Sciences of the United States and the Bulgarian Academy of Sciences, of September 1, 1970,[1] and subsequently renewed.[1]

3. The Parties will encourage scientists of the two countries to explore additional areas of cooperation, and will consider, as deemed necessary, the conclusion of agency-to-agency memoranda of understanding for mutually beneficial cooperation between other United States Government agencies and Bulgarian organizations.

4. The Parties agree to an exchange of maps between the Office of the Coordinator for Maps, Department of State, and the General Board of Geodesy and Cartography. Specific administrative procedures and arrangements of the exchange will be determined between the two offices.

[1] Not printed.

ARTICLE III

1. The Parties will facilitate the exchange of one major official exhibit from each country during the period of the Program. Each of the exhibits may incorporate collections of reference publications and such mutually acceptable activities as conferences, symposia, lectures, and consultations related to the theme of the exhibits and may be accompanied by personnel, such as an exhibit director, guides, technicians, and specialists. The organization and themes of these exhibits will be subject to additional agreements, contracts, and protocols between the sending organization and the receiving organization.

2. The Parties will also encourage the exchange of other exhibits between museums and other institutions of the two countries.

3. The Parties will encourage and facilitate contacts, exchanges, and the conclusion of agreements between appropriate press, radio, and television organizations of the two countries including the exchange of specialists, materials, programs, and films.

4. The Parties will facilitate the regular exchange of major publications of fiction, scientific and national literature, periodicals, reference books, monographs, scientific papers, etc., between the Library of Congress and the Cyril and Methodius National Library, as well as between other academic and public libraries. Details will be specified in direct agreements between the libraries.

5. The Library of Congress and the Cyril and Methodius National Library will endeavor to exchange one specialist each for a period of two to four weeks for the sharing of experience, research of materials, and observation.

6. The Parties will encourage, subject to the legal requirements of each country, including, if necessary, the consent of the author, the translation and publication in each country of scientific, scholarly, and literary works of the other.

7. The Parties agree to give priority to the exchange of one or more theater professionals in order to promote better mutual understanding of their respective cultures. Both Parties will encourage an exchange of theater directors with the purpose of directing an American play in the People's Republic of Bulgaria and a Bulgarian play in the United States of America. The Parties will endeavor to participate in theater festivals held in each other's country.

8. (a) The Parties will encourage the exchange of at least one musical, dance or theatrical group or an individual artist annually. Specific arrangements will be determined through diplomatic and commercial channels.

(b) The Parties will also encourage the exchange of other professional groups, including circus acts and performers, for which specific arrangements will be determined through commercial channels.

9. The Parties will encourage the invitation of persons eminent in the arts to participate in festivals, competitions, and other international events and to act as members of the jury or observers in activities with international participation. To this end, the two Parties will exchange information as to international festivals, competitions, and other similar events taking place in each country.

10. In order to expand cooperation in the medium of film, the Parties, during the period of this Program, will encourage the sponsoring by appropriate organizations in each country of film weeks devoted to the films of the other country. The organization and financial terms of such film weeks will be determined by agreement between the sponsoring organizations or through diplomatic channels.

ARTICLE IV

1. This Program will not preclude other exchanges which may be arranged by appropriate organizations or persons interested in these activities.

2. The exchanges provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries.

3. The Program year will begin on January 1 and end on December 31 of each year, except that for Article I, paragraphs 2, 3, 4, and 5, the applicable period will be the academic year which begins during the Program year.

4. The Parties will meet before the end of the Program period to review its implementation and to discuss plans for future Program activities.

5. The persons exchanged in implementation of this Program will be nominated by the sending Party and are subject to approval by the receiving Party. According to established practices, this does not apply to eminent governmental, political, and cultural personalities who may be invited by the receiving Party.

6. For the exchanges specified in Article I, paragraph 1 and Article III, paragraphs 5 and 7, the sending Party will provide, three months in advance of the proposed arrival date, full biographic data and details for the persons proposed for exchange, including professional fields of interest, special interests, publications, names of persons and institutions to be visited, and knowledge of foreign languages. The decision of the receiving Party will be given not later than six weeks prior to the proposed date of arrival. The final date and time of arrival will be communicated to the receiving Party not later than ten days in advance of arrival.

7. For the exchanges specified in Article I, paragraph 2, the sending Party will provide during January of each year the full biographic data and professional details for the persons to be exchanged, including academic fields of interest, the subjects of scholarly publications, special interests, the subjects of lectures to be given or research topics to be undertaken and the names and ages of accompanying dependents proposed to arrive at the beginning of the academic year. The decision by the receiving Party shall be communicated no later than the following April first. For the exchanges specified in Article I, paragraphs 3, 4 and 5, the sending Party will provide such information no less than six months before the beginning of the semester for which the person is nominated. The decision of the receiving Party will be communicated not later than three months following receipt of nomination. The final date and time of arrival will be communicated to the receiving Party not later than twenty days in advance.

ARTICLE V

1. For all participants in these exchanges, roundtrip international travel from the point of origin to the point in the other country where the program begins will be provided by the sending Party, except for exchanges specified in Article III, paragraph 8, which will be conducted on a commercial basis and subject to prior agreement in each case.

2. For the exchanges specified in Article I, paragraphs 1 and 7, and Article III, paragraphs 5 and 7, the United States of America will pay the cost of necessary internal travel in the United States and will provide a daily stipend of at least eighty seven dollars in the case of individual visitors for 30 days or less, and a guide/interpreter where necessary; other arrangements may be made for visits of longer duration. The People's Republic of Bulgaria

will pay the cost of necessary internal travel within the People's Republic of Bulgaria, appropriate local accommodations, a daily stipend of twenty leva, and provide a guide/interpreter. Each Party will pay international travel for its participants from the point of origin to the point where the program begins in the other country.

3. For the exchanges specified in Article I, paragraphs 2, 3, 4 and 5, the receiving Party will in each case provide an appropriate stipend in accordance with established rates and the academic status of each person, to be made known in advance. Each Party will provide free housing or a stipend sufficient to cover the cost of local housing and other necessary expenses.

4. The receiving Party will provide medical and hospital insurance in case of illness or accident, within limitations established in advance by each Party.

5. The conditions governing direct exchanges between universities, research institutions, and other appropriate organizations, specified in Article I, paragraph 8, will be established by the participating organizations.

6. For the official exhibits to be exchanged under Article III, paragraphs 1 and 2, unless other arrangements are made with sponsoring organizations regarding the financial terms, the sending Party will pay all costs connected with their exhibits, including costs of collateral activities and personnel connected with the exhibits.

ARTICLE VI

This program is valid from January 1, 1983, through March 22, 1984. Its validity will be automatically extended through December 31, 1984, upon the renewal of the Agreement between the Government of the United States of America and the Government of the People's Republic of Bulgaria on Exchanges and Cooperation in Cultural, Scientific, Educational, Technological and Other Fields which entered into force on March 23, 1978,[1] and was appropriately renewed on April 9, 1980,[2] and on April 9, 1982,[3] or upon conclusion of a new agreement on such exchanges and cooperation, assuming the consistency of the provisions of this Program with such renewed or new Agreement.

Done in Sofia on November 19, 1982, in two originals, in the English and Bulgarian languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Robert L Barry[4]

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA:

[5]

[1] Signed June 13, 1977. TIAS 9020; 29 UST 3419.
[2] Exchange of notes Mar. 21 and Apr. 9, 1980. TIAS 9831; 32 UST 2232.
[3] Exchange of notes Mar. 25 and Apr. 9, 1982. TIAS 10572; 34 UST 3657.
[4] Robert L. Barry.
[5] Maria Zakharieva.

П Л А Н

ЗА ОБМЕН В ОБЛАСТТА НА КУЛТУРАТА,
ОБРАЗОВАНИЕТО, НАУКАТА И ТЕХНИКАТА
МЕЖДУ СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ
И НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ ЗА 1983
И 1984 ГОДИНА

Правителството на Съединените Американски Щати и Правителството на Народна република България, ръководени от духа на Заключителния акт на Конференцията за сигурност и сътрудничество в Европа и Спогодбата между Правителството на Съединените Американски Щати и Правителството на Народна република България за обмен и сътрудничество в културната, научната, образователната, техническата и други области, и , вземайки предвид опита по изпълнението на Плана за 1981 и 1982 година, се договориха за следното:

ЧЛЕН I

1. Страните обменят всяка година най-малко по седем видни дейци и специалисти от всяка страна за период до четири седмици с цел професионални наблюдения и консултации в области като изкуството, културата, образованието, управлението, средствата за информация, селското стопанство и науката. Областите, в които се провеждат специализациите, се договарят между Страните.

2.Страните улесняват ежегодната размяна на двама университетски лектори от всяка страна за пълна академична година. Лекторите, които пожелаят езиково обучение, ще бъдат включени в подходящи учебни програми в страната-домакин за период най-малко един месец преди започването на лекторската им дейност. Специалността на лекторите се договаря от Страните за всеки конкретен случай и може да включва, без да ограничава, цивилизация, история, археология, култура, икономически и политически системи, език и литература на собствените им страни.

3. Страните предоставят най-малко една петмесечна стипендия ежегодно на специалисти от другата Страна за изследвания в областта на изкуството, културата, обществените науки и историята. Конкретното договаряне се извършва по дипломатически път.

4. Страните отпускат ежегодно една петмесечна стипендия за специалист от другата страна за проучвания в областта на икономиката, науката за управление, търговското право, маркетинг или сходни области. Подробностите ще се уточняват между двете страни в съгласие с желанието на кандидата и възможностите на приемащата Страна.

5. Страните отпускат ежегодно една петмесечна стипендия за всяка година от Плана за специалист от другата страна в областите на съвременната българска и американска литература или езикознание за обучение и изследвания.

6. Българската Страна предоставя ежегодно пет места на американски учени и студенти в областта на българистиката или славистиката включително лекторите по член I/2 за участие в Летния семинар за чуждестранни българисти и слависти в Народна република България.

7. Американската Страна предоставя един лектор/специалист за един месец за преподаване на английски език, методика и лингвистика в летния курс за български преподаватели по английски език.

8. Страните насърчават сключването на споразумения за пряк обмен между университети, научни институти и други сходни организации на двете страни.

9. Страните улесняват обмена на информационни материали за техните образователни системи, включително учебна и помощна литература, учебници, периодични издания и други педагогически публикации.

10. Страните изразиха съгласие да поощряват участието в семинари и лекции, организирани от всяка Страна, спомагащи за по-доброто разбиране на историческите, социалните, икономическите и политическите процеси на всяка страна в другата страна. За постигането на тази цел финансовите условия се определят за всеки отделен случай по дипломатически път.

ЧЛЕН II

1. Страните взимат всички необходими мерки за изпълнението на Спогодбата за разбирателство, подписана на 9 февруари 1978 година между Националната научна фондация на Съединените Американски Щати и Държавния комитет за наука и технически прогрес на Народна република България.

2. Страните насърчават по-нататъшното изпълнение на Споразумението за разбирателство между Националната академия на науките на Съединените Американски Щати и Българската академия на науките, подписано на 1 септември 1970 година и съответно подновено.

3. Страните поощряват учени от двете страни да проучват допълнителни области за сътрудничество и разглеждат, ако се сметне за необходимо, сключване на преки споразумения

за разбирателство с цел взаимно изгодно сътрудничество между български организации и други правителствени органи на Съединените Щати.

4. Страните се договориха за размяна на карти между Координационната служба за карти,Държавния департамент и Главното управление по геодезия, картография.Конкретните административни процедури и организиране на размяната ще бъдат уточнени между двете служби.

ЧЛЕН III

1. Страните улесняват размяната на една голяма официална изложба от всяка страна през периода на Плана. Всяка изложба може да включва сбирка от информационни материали и такива взаимно приемливи мероприятия, като конференции, симпозиуми, лекции и консултации, свързани с темата на изложбата и може да бъде придружавана от персонал, като директор на изложбата, информатори, техници и специалисти. Организацията и темите на тези изложби ще бъдат предмет на допълни споразумения, договори и протоколи между изпращащата организация и приемащата организация.

2. Страните насърчават също така размяната на други изложби между музеи и други институции на двете страни.

3. Страните поощряват и улесняват контактите, обмена и сключването на споразумения между съответните органи на печата, радиото и телевизията на двете страни, включително размяната на специалисти, материали, програми и филми.

4. Страните улесняват редовния обмен на по-значителни издания на художествената, научната и национал-ната литература, периодични издания, справочници, монографии, научни трудове и други между Конгресната библиотека и Народ-ната библиотека "Кирил и Методий", както и между академични и обществени библиотеки. Подробностите ще се уточнят в преки споразумения между библиотеките.

5. Конгресната библиотека и Народната библиотека "Кирил и Методий" полагат усилия за размяна на по един специалист за период от две до четири седмици за обмяна на опит,проучване на материали и наблюдения.

6. Страните поощряват превода и публикуването на научна, учебна и художествена литература на другата страна, съгласно правните норми на всяка страна,включително при необходимост със съгласието на автора.

7. Страните се договориха да дадат предимство на размяната на един или повече специалисти в областта на театъра за подпомагане на доброто взаимно разбиране на съответните култури. Страните насърчават обмяната на театрални режисьори с цел поставянето на американски пиеси в Народна република България и на български пиеси в Съединените Щати. Страните полагат усилия да участвуват в театрални фестивали, провеждани в другата страна.

8.а) Страните насърчават размяната на най-малко една музикална, танцова или театрална група или индивидуален изпълнител ежегодно. Подробностите ще бъдат уточнени по дипломатически и търговски път.

8.б) Страните също така насърчават размяната на други професионални групи, включително циркови програми и изпълнители, като подробностите се уточняват по търговски път.

9. Страните насърчават поканването на изтъкнати представители на изкуството за участие във фестивали, конкурси и други международни прояви, както и да бъдат членове на журита или наблюдатели на мероприятия с международно участие. За тази цел двете страни разменят информация за международни фестивали, конкурси и други подобни мероприятия, организирани във всяка страна.

10. С оглед разширяване на сътрудничеството в областта на киното през периода на Плана страните насърчават организирането от съответните институции във всяка страна на филмови седмици на другата страна. Организацията и финансовите условия на такива филмови седмици се договарят със споразумение между организаторите или по дипломатически път.

ЧЛЕН IV.

1. Този План няма да изключва друг вид обмен, който може да се организира чрез съответните организации или лица, заинтересовани от подобна дейност.

2. Предвиденият тук обмен се подчинява на конституционните изисквания и прилаганите закони и разпоредби на двете страни.

3. Годината за изпълнение на Плана започва на 1 януари и приключва на 31 декември всяка година, с изключение на размените по чл.I,параграф 2, 3, 4 и 5, за които срокът за изпълнение ще бъде академичната година, която започва през съответната година от Плана.

4. Страните се срещат преди изтичане на срока на Плана , за да направят преглед на неговото изпълнение и да разискват мероприятия по бъдещия План.

5. Лицата, които се разменят в изпълнение на този План, се определят от изпращащата Страна и се одобряват от приемащата Страна. В съответствие с установената практика, това не се отнася за видни държавни, политически и културни дейци, които могат да бъдат канени от приемащата Страна.

6. За обмена, предвиден в чл.I,параграф 1 и чл.III,параграф 5 и 7, изпращащата Страна предоставя три месеца преди предложената дата на пристигане пълните биографични данни и подробности за лицата, предложени за обмен, включително професионални и специални интереси, публикации, имената на лицата и учрежденията, които ще посетят и степента на знания на чужди езици. Решението на приемащата Страна се оповестява не по-късно от шест седмици преди предложената дата на пристигане. Окончателната дата и часът на пристигане се съобщава на приемащата страна не по-късно от десет дни преди пристигането.

7. За обмена, определен в чл.9,параграф 2,изпращащата Страна предоставя през м.януари на всяка година пълни биографични данни и подробности за лицата, предложени за обмен, включително научни интереси, публикации, специални интереси, теми за лекции, които ще се изнасят, или теми

за изследвания, както и имената и възрастта на придружаващите лица, предложени да пристигнат в началото на академичната година. Решението на приемащата Страна се съобщава не по-късно от 1 април на същата година. За размените, уточнени в чл.I, параграф 3,4 и 5, изпращащата Страна осигурява такава информация не по-късно от шест месеца преди началото на семестъра, за който се предлага лицето. Решението на приемащата Страна се съобщава не по-късно от три месеца след получаване на предложението. Окончателната дата и време на пристигане се съобщава на приемащата Страна не по-късно от 20 дни предварително.

ЧЛЕН V

1. За всички участници в този обмен билетите за пътуване от изпращащата Страна до мястото,където започва програмата в приемащата Страна и обратно, се осигуряват от изпращащата Страна, с изключение на обмена по чл.III,параграф 8, който се извършва на търговска база и се подчинява на предварителна договореност за всеки отделен случай.

2. За обмена, предвиден в член I, параграф 1 и 7, и член III,параграф 5 и 7, американската Страна поема разходите за необходимия вътрешен транспорт в САЩ и дневната стипендия,

възлизаща най-малко на осемдесет и седем долара за индивидуални посетители за 30 дни или по-малко, и екскурзовод-преводач при необходимост. За по-продължителни посещения могат да се уреждат и други условия на пребиваване. Българската Страна поема разходите за необходимия вътрешен транспорт в Народна република България, съответно настаняване, дневна стипендия от 20 лева и осигурява екскурзовод-преводач. Страните поемат разходите за пътуването на своите участници от изпращащата Страна до мястото, където започва програмата в другата Страна.

3. За обмена, предвиден в чл.I, параграф 2,3,4 и 5, приемащата Страна във всеки случай осигурява подходящо възнаграждение в съответствие с установените норми и академичен статут на всяко лице, което се оповестява предварително. Всяка Страна осигурява безплатно жилище или стипендия достатъчно голяма, за да покрие разходите за жилище на място и други необходими разходи.

4. Приемащата Страна осигурява медицинска и болнична застраховка в случай на заболяване или злополука в рамки, установени от всяка Страна предварително.

5. Условията, регулиращи прекия обмен между университетите, изследователските институти и други сходни организации, предвидени по чл.I, параграф 9, се определят от участвуващите организации.

6. За официалните изложби, които се разменят съгласно член III, параграф 1 и 2, освен ако не се постигне друга договореност с организаторите, касаещи финансовите условия, изпращащата Страна поема всички разходи по своите изложби, включително разходите по странични мероприятия и персонала, свързан с изложбата.

ЧЛЕН VI

Този План е валиден от 1 януари 1983 година до 22 март 1984 година. Неговата валидност се продължава автоматически до 31 декември 1984 година при подновяването на Спогодбата между Правителството на Съединените Американски Щати и Правителството на Народна република България за обмен и сътрудничество в културната, научната, образователната, техническата и други области, влязла в сила на 23 март 1978 година и съответно подновена на 9 април 1980 година и на 9 април 1982 година, или при сключване

на ново споразумение за такъв обмен и сътрудничество, като се съгласуват постановките на този План с подновените или новите споразумения.

Изготвен в София на 19 ноември 1982 година в два оригинала на английски и български език, като двата екземпляра са еднакво достоверни.

ЗА ПРАВИТЕЛСТВОТО НА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ:

ЗА ПРАВИТЕЛСТВОТО НА НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ:

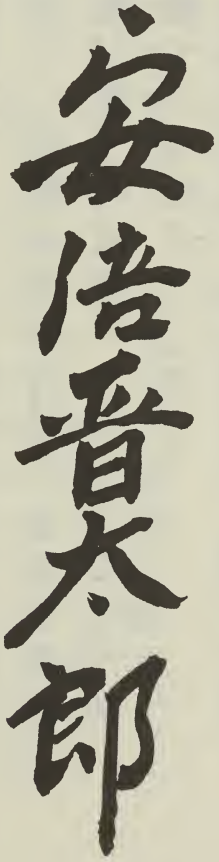
JAPAN

Mutual Defense Assistance: Cash Contribution by Japan

Agreement effected by exchange of notes
Signed at Tokyo July 12, 1983;
Entered into force July 12, 1983.

メリカ合衆国特命全権大使
マイケル・J・マンスフィールド閣下

日本国外務大臣



TIAS 10779

案する光栄を有します。

昭和五十八年四月一日から昭和五十九年三月三十一日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額は、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、一億三千八百三十三万一千円（一三八、三三一、〇〇〇円）を超えないものとする。

本大臣は、更に、この書簡及びアメリカ合衆国政府に代わつて前記の取極を確認される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百八十三年七月十二日に東京で

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光栄を有します。

同協定第七条2は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に随時円資金を提供すべきことを定めています。

また、同協定附属書G3は、日本の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

よつて、本大臣は、日本国の昭和五十八会計年度における前記の金銭負担の額に関し、次の取極を日本国政府に代わつて提

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 606 Tokyo, July 12, 1983

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.[1]

Article VII, paragragh 2 of the Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out the Agreement.

Paragraph 3 of Annex G of the Agreement provides that, in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

Accordingly, I have the honor to propose on behalf of the Government of Japan the following arrangements concerning the amount of the cash contribution referred to above for the Japanese fiscal year 1983:

His Excellency
Shintaro Abe,
Minister for Foreign Affairs,
Tokyo.

[1] TIAS 2957; 5 UST 661.

In consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1983 to March 31, 1984, the amount of the cash contribution to be made available by the Government of Japan for the said fiscal year shall not exceed one hundred and thirty-eight million three hundred and thirty-one thousand yen (¥138,331,000).

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming on behalf of the Government of the United States of America the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration."

I have further the honor to confirm on behalf of the Government of the United States of America the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Michael J. Mansfield [1]

[1] Michael J. Mansfield.

SWEDEN

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Stockholm and Washington August 26 and 30, 1983;
Entered into force October 1, 1983.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF SWEDEN AND THE UNITED STATES POSTAL SERVICE

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Sweden and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Oct. 1, 1983.

Done in duplicate and signed at Stockholm on the 26th day of August, 1983 and at Washington, D.C. on the 30th day of August, 1983.

FOR THE POSTAL ADMINISTRATION OF SWEDEN:

[1]

Director General

FOR THE UNITED STATES POSTAL SERVICE:

[2]

Assistant Postmaster General
International Postal Affairs

[1] Bertil Zachrisson.
[2] W.E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF SWEDEN AND THE UNITED STATES POSTAL SERVICE

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Sweden and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar from. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall acccompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Oceanography: Ocean Drilling

Memorandum of understanding signed at Swindon August 30, 1983;
Entered into force August 30, 1983.

MEMORANDUM OF UNDERSTANDING

Between the National Science Foundation
in Washington, D.C.,
for the United States of America

and

The Natural Environment Research Council
in Swindon

on the participation of The United Kingdom

in the Ocean Drilling Program

as a Candidate Member

The Ocean Drilling Program (ODP) is a program of scientific ocean drilling designed to improve fundamental understanding of the physical, chemical and biological processes that determine the geological history, structure and evolution of the oceanic lithosphere (sediments and crust). The Ocean Drilling Program is a successor to the Deep Sea Drilling Project, which began in 1968, and the International Phase of Ocean Drilling, which began in 1975.[1] The program will involve a change of the drilling platform from the Glomar Challenger to a larger drillship with at least a limited riser capability.

During the period October 1983 - October 1984, the National Science Foundation intends to award contracts necessary to refit an existing drillship for scientific ocean drilling and for subsequent program operations. During this same period, all regular and candidate member countries will participate in science planning activities to establish the areas of priority for drilling operations. In October 1984, a nine-year program of Ocean Drilling is scheduled to begin.

The Ocean Drilling Program will be conducted by one or more contractors, responsible to the National Science Foundation, who will carry out the functions of science planning, science operations, and vessel operations. The Joint Oceanographic Institutions for Deep Earth Sampling (JOIDES) is the international body responsible for developing scientific plans and providing general scientific direction for the Ocean Drilling Program. The Science Planning Contractor will organize and provide administrative support to JOIDES.

Accordingly, the National Science Foundation and the Natural Environment Research Council agree to cooperate in the Ocean Drilling Program, as outlined above, in accordance with the following articles:

Article 1 - MEMBERSHIP STATUS
The Natural Environment Research Council of The United Kingdom elects to be a candidate member with rights, privileges, and financial commitments as defined.

[1] Memorandum of understanding signed Sept. 29, 1975. TIAS 8591, 9410, 10551; 28 UST 3646; 30 UST 3551; 34 UST 3212.

Article 2 - OCEAN DRILLING PROGRAM EXTENSION OPTION
The Natural Environment Research Council endorses, in principle, a ten-year program of Ocean Drilling including the first-year planning period followed by a nine-year drilling and coring program. This Memorandum of Understanding ensures United Kingdom involvement in all scientific planning activities that take place between October 1, 1983, and September 30, 1984. In the event drilling begins later than October 1, 1984, the planning period is understood to be extended to cover the resultant interval without any increase in The United Kingdom's contributions. At the end of the planning period, The United Kingdom will elect either to become a regular member participant in the Ocean Drilling Program either singly or as a member of a consortium, or to resign from the Program.

Article 3 - SCIENTIFIC PLANNING
Scientific planning and direction of the Ocean Drilling Program shall be the responsibility of JOIDES. The Natural Environment Research Council will be a member of JOIDES, and will be represented on each committee, panel, or working group thereof. International membership and representation in JOIDES is restricted to regular and candidate members, including consortia, but excluding the individual members of consortia. Candidate members will be members of JOIDES during the planning period only. JOIDES shall have the right to comment and advise on the annual program plans and budgets prepared by the contractors, prior to their adoption by the National Science Foundation.

Article 4 - OCEAN DRILLING COUNCIL
The United Kingdom will be a member of the Ocean Drilling Council. The members of the Council will be representatives of each country contributing to the support of the Ocean Drilling Program, regardless of whether it is participating as an individual member or as a member of a consortium. Members of the Council and their alternates will be designated by the participating countries. There will be one representative of each participating country, except that additional representation from the United States may be appropriate.

The Council shall serve as a consultative body reviewing financial, managerial, and other matters involving the overall support of the Ocean Drilling Program. The Council shall provide a forum for exchange of views among the contributing countries. No formal voting procedures will be established.

The National Science Foundation representative will serve as permanent Chairman of the Council. A formal agenda will be prepared for each meeting and written records of each meeting will be kept. The National Science Foundation will provide secretariat services to the Council.

The Council will normally meet once each year. The annual meeting shall include a financial report and discussion, an audit report, a review of scientific and technical achievements for the past

year, draft program plans and budgets for the coming year, and other topics of mutual interest. Normally, all regular meetings of the Council will take place in Washington, D.C.

Liaison representatives of prime contractors and important scientific planning entities will be available to the Council.

Article 5 - RIGHT TO MAKE PROPOSALS; DATA PRIVILEGES

The Natural Environment Research Council will have the right:

a) to make proposals to JOIDES of scientific projects or objectives of special interest to The United Kingdom.
b) to participate in the analysis, and have access to the data, of geophysical and other site surveys performed in support of the program.

Additional site surveys may be contributed by The United Kingdom as its scientific interests and available resources allow. Site surveying will be coordinated by JOIDES.

Article 6 - VISA AND CUSTOMS FACILITATION

The National Science Foundation will facilitate, to the extent feasible, through collaboration with the appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from the United States of personnel, equipment, and supplies when required for participation or utilization in the Ocean Drilling Program.

Article 7 - FINANCIAL CONTRIBUTION

The Natural Environment Research Council will support the Ocean Drilling Program with a total contribution of United States two hundred thousand dollars (U.S. $200,000) in cash payable to the National Science Foundation for the planning period. Should the Ocean Drilling Program be terminated before September 30, 1984, The United Kingdom will be reimbursed on the basis of one-twelfth of its total contribution for each month of curtailment. Should The United Kingdom withdraw from the Program, under the provisions of Article 10 below, no refund of contributions will be made.

The financial contributions of all participants will be commingled to support the total program costs. "Program costs" are determined by the National Science Foundation, and are those costs incurred in support of contractors performing functions for joint planning and operations of the Ocean Drilling Program, and program direction and management costs incurred by the National Science Foundation which relate to international participation. Activities which may be carried out by the National Science Foundation's contractors in direct support of United States scientific undertakings are not program costs and will not be funded from commingled accounts.

Article 8 - SALARIES, TRAVEL AND EXPENSES

Salaries, travel and expenses for participants representing The United Kingdom will be borne by The United Kingdom.

Article 9 - CONSULTATION
Meetings of the National Science Foundation and the Natural Environment Research Council representatives may be held at any time upon the request of either party to discuss the terms and conditions of this Memorandum and other matters of mutual interest.

Article 10 - TERMINATION NOTICE
Obligations arising from this Memorandum of Understanding may be terminated by either party giving the other party written notice at least six months in advance.

Done in Swindon, U.K.

by:

John C Bowman
John C. Bowman
Secretary
Natural Environment Research Council

on:

30. 8. 83

by:

M Grant Gross
M. Grant Gross
Acting Director
Office of Scientific Ocean Drilling
National Science Foundation

on:

30 August 1983

CYPRUS

Shipping: Louisiana Offshore Oil Port

Agreement effected by exchange of notes
Dated at Nicosia August 3 and September 7, 1983;
Entered into force September 7, 1983.

The American Embassy to the Cypriot Ministry of Foreign Affairs

EMBASSY OF THE

UNITED STATES OF AMERICA

No. 122

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Cyprus and has the honor to refer to the discussions which have taken place between representatives of our two governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974, [1] and to confirm that the two governments are in agreement that vessels registered in or flying the flag of Cyprus and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and Cyprus on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and of the Government of Cyprus that this agreement shall not apply to vessels registered in or flying the flag of Cyprus merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, the Embassy has the honor to propose that this Note, together with your reply of confirmation thereto, shall constitute an agreement between our two governments, to enter into force upon receipt of your reply to that effect and to remain in force until terminated by six months' written notice by either party to the other.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
NICOSIA, *August 3, 1983*

[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

The Cypriot Ministry of Foreign Affairs to the American Embassy

REPUBLIC OF CYPRUS

MINISTRY OF FOREIGN AFFAIRS

No. 499/83

Note Verbale

The Ministry of Foreign Affairs of the Republic of Cyprus presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the latter's Note No. 122 of 7 September 1983, [1] the terms of which are as follows:—

[For the text of the U.S. note, see p. 2.]

The Ministry of Foreign Affairs of the Republic of Cyprus has the honour to state that the Government of the Republic of Cyprus agrees to this arrangement, on the understanding that the exchange of the Notes between the United States of America and the Republic of Cyprus on the Louisiana Offshore Oil Port is effected without prejudice to the position of the Government of the Republic of Cyprus with respect to the Law of the Sea; with this understanding the Government of the Republic of Cyprus will regard the note of the Embassy of the United States of America No. 122 of 7 September 1983 [1] and the present note-reply of the Ministry of Foreign Affairs of the Republic of Cyprus as constituting an agreement between the Republic of Cyprus and the United States of America.

The Ministry of Foreign Affairs of the Republic of Cyprus avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

NICOSIA, *7th September 1983.*

THE EMBASSY OF THE
UNITED STATES OF AMERICA,
NICOSIA.

[1] Should read "3 August 1983".

LIBERIA

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Monrovia February 23 and September 7, 1983;
Entered into force September 7, 1983.

The American Embassy to the Liberian Ministry of Foreign Affairs

No. 86

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Liberia and has the honor to refer to the provisions of United States law affecting eligibility for United States military assistance and training.

The provisions of the International Security Assistance and Arms Export Control Act of 1976[1] establish new statutory authority for military education and training which heretofore has been furnished by the United States Government as a defense service under its military assistance program. In addition, they prohibit the furnishing of such training unless the recipient country agrees that it will observe certain conditions regarding such training. These conditions are that, without the consent of the United States Government, the recipient country will not permit the use of such services or training by anyone not an officer, employee, or agent of that country; that it will not transfer or permit their transfer by gift, sale, or otherwise; that it will not use them or permit their use for purposes other than those for which furnished; that it will maintain their security; that it will permit continuous observation and review by United States Government representatives regarding their use; and that, unless the United States Government consents to other disposition, it will return them to the United States Government when no longer needed.

In order to implement this law, and to preserve the eligibility of the Government of Liberia for military training thereunder, it is proposed that the Government of Liberia provide the following assurances:

1. That it will not, without the consent of the United States Government

(A) Permit any use of services or training, furnished by the United States Government by anyone not an officer, employee, or agent of the Government of Liberia;

(B) Transfer or permit any officer, employee, or agent of the Government of Liberia to transfer such services or training by gift, sale, or otherwise; or,

(C) Use or permit the use of such services or training for purposes other than those for which furnished by the United States Government.

2. That it will maintain the security of such services or training as are furnished by the United States Government; and will provide substantially the same degree of security protection afforded to such services or training by the United States Government.

[1] 90 Stat. 734; 22 U.S.C. § 2751.

3. That it will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such services or training; and

4. That it will return to the United States Government such services or training materials furnished on a grant basis as are no longer needed for the purposes for which furnished, unless the United States Government consents to other disposition.

It is further proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Liberia shall, together with this note, constitute an agreement between the Governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Liberia its assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA

MONROVIA, *February 23, 1983.*

The Liberian Ministry of Foreign Affairs to the American Embassy

REPUBLIC OF LIBERIA
MINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA

12460/2-17

The Ministry of Foreign Affairs of the Republic of Liberia presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 86 of February 23, 1983 concerning the provisions of the United States law affecting eligibility for United States military assistance and training, which Note reads word for word as follows:

[For the text of the U.S. note, see pp. 2174-2175.]

The Government of Liberia accepts the provisions of the International Security Assistance and Arms Export Control Act of 1976 establishing new statutory Authority for military education and training, and understands that upon receipt of this Note, your Note and this Note will constitute an agreement between our two Governments.

The Ministry of Foreign Affairs of the Republic of Liberia avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Embassy of the United States of America
Mamba Point
Monrovia, Liberia

September 7, 1983

JAPAN

Remote Sensing: Landsat System

Memorandum of understanding signed at Washington and Tokyo July 5 and August 11, 1983;
Entered into force August 11, 1983.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NATIONAL SPACE DEVELOPMENT AGENCY OF JAPAN

AND THE

UNITED STATES DEPARTMENT OF COMMERCE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

Section I: Purpose

This agreement, consisting of a main text and one annex, establishes the terms and conditions under which the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce will provide and the National Space Development Agency of Japan (NASDA), established by Law No. 50 of 1969, will receive, process, archive, and distribute data from the U.S. civil land remote sensing satellite program (hereafter referred to as the Landsat system), which is managed by NOAA.

Section II: Undertakings of the Parties

A. NOAA, as manager of the Landsat system, through its National Environmental Satellite, Data, and Information Service (NESDIS), will use its best efforts to provide operational Landsat service for the duration of this agreement and will:

1. Program, as requested by NASDA, the Landsat system Multi-Spectral Scanner to cover areas within the acquisition radius of the NASDA ground station and transmit the data acquired directly to this station. Programming details will be arranged by mutual agreement of the technical representatives responsible for the implementation of this agreement;
2. Program, as requested by NASDA, the Landsat system Thematic Mapper to cover areas within the acquisition radius of the NASDA ground station and transmit the data acquired directly to this station to the extent that such requests can be accommodated by the U.S. National Aeronautics and Space Administration's (NASA)

experimental Thematic Mapper program. Programming details to meet such requests will be arranged by mutual agreement of the technical representatives responsible for implementation of this agreement, based on arrangements between NOAA and NASA;

3. Provide the NASDA ground station with orbital elements for calculating the antenna pointing angles necessary to acquire the Landsat system spacecraft transmitted signal and for processing the data acquired; and

4. Reserve the right to curtail or terminate transmission of data to the NASDA ground station in the event of spacecraft or NOAA ground equipment limitations requiring such actions. In this case, NOAA will notify NASDA and discuss the planned action in the most expeditious manner possible.

B. NASDA, as manager of the ground station, will:

1. Operate a ground station at Hatoyama, Saitama for the reception, processing, archiving and distribution of Landsat data at its own cost, including the cost of establishing and operating the necessary communication links with NOAA's Landsat Operations Control Center located at the NASA Goddard Space Flight Center, Greenbelt, Maryland;

2. Produce Landsat computer compatible tapes and image products in accordance with such formats as may be agreed;

3. Ensure that all Landsat data acquired and archived by the NASDA ground station are available for sale or distribution on a public, non-discriminatory basis. This applies to all Landsat data acquired under this agreement, as well as Landsat data acquired

under previous Memoranda of Understanding with NASA. Copies of any agreements signed by NASDA concerning the distribution of Landsat data from the NASDA ground station shall be made available to NOAA upon request and shall be consistent with the above provisions;

4. Pay to NOAA the fees contained in Annex I to this Memorandum of Understanding for the direct reception and distribution of all Landsat data acquired and archived after October 1, 1982. However, the distribution fees are payable to NOAA by the agency designated by NASDA;

5. Provide to NOAA quarterly listings, in an agreed format, of all Landsat data acquired by the NASDA ground station. These catalog listings will be made available publicly through NOAA data facilities;

6. Use its best efforts, with the cooperation of other Japanese agencies, to ensure that any radio frequency problem occurring in relation to data reception by the NASDA ground station is resolved to the satisfaction of the parties to this Memorandum of Understanding. Questions concerning radio frequency interference by the Landsat system spacecraft raised by parties in third countries will be referred to the U.S. Government and NOAA for reply. NOAA will use the following frequencies for sensor data transmission from the Landsat system spacecraft:

   Multi-Spectral Scanner - S-Band (2200 - 2300 MHz) and X-Band (8025 - 8400 MHz)

   Thematic Mapper - X-Band (8025 - 8400 MHz); and

7. Acquire, on a limited basis as/if requested by NOAA and in support of U.S. Government Landsat system program objectives, reasonable quantities of Landsat data in the form of station tapes or high density digital tapes in accordance with such formats as may be agreed. Such requests will be made and the data provided in the framework of mutual cooperative arrangements defined through exchanges of letters between the NOAA Assistant Administrator for Environmental Satellite, Data, and Information Services and the President of NASDA.

C. It is further understood and agreed that:

1. NOAA and NASDA will each designate technical representatives to be responsible for implementation of this Memorandum of Understanding. The technical representatives, or their deputies, will participate in the Landsat Ground Station Operations Working Group. This group, chaired by NOAA, will serve as a forum for the exchange of technical and management information among station operators and NOAA. For example, through this group, stations and NOAA may exchange, as mutually agreed, limited numbers of Landsat data tapes and related documentation for the purpose of intercomparison of equipment performance. Supplemental meetings between NASDA and NOAA will be held by mutual agreement;

2. The ability of NASDA and NOAA to carry out their obligations under this Memorandum of Understanding is subject to relevant laws and regulations of the respective countries and the availability of appropriated funds;

3. NOAA does not warrant the suitability for any purpose of Landsat data, and shall not be liable for any damage or injury brought about by the use of the Landsat system;
4. The NOAA Assistant Administrator for Environmental Satellite, Data, and Information Services and the President of NASDA are authorized to enter into and modify as necessary technical, financial, and management implementing agreements within the guidance specified in this agreement; and
5. NOAA will include with all responses to requests for Landsat data acquired in the NASDA ground station's coverage zone a statement noting that the NASDA ground station should have available more complete data. In the event that NOAA receives requests for specific Landsat scenes, products, or specific information on its holdings, NOAA will supply the data and/or information requested. When the expected coverage of a prospective Landsat ground station overlaps with that of the NASDA Landsat station, NOAA will inform NASDA before finalizing any agreement with the prospective station operator. NOAA will encourage NASDA and the prospective station operator to consult with a view toward reaching a mutually satisfactory understanding on responding to requests for data of the overlapping coverage area.

Section III: Entry into Force

A. This Memorandum of Understanding shall enter into force after signature by both parties and remain in force for a period of three years or until NOAA no longer retains management responsibility for the Landsat system should that occur first. It is understood that this Memorandum

may be extended by mutual agreement of the parties should NOAA's management responsibility for the Landsat system extend beyond the three year period.

B. In the event that either NOAA or NASDA is unable to comply with the agreed terms and conditions of this Memorandum of Understanding, either party, after consultation with the other, shall have the option of terminating or suspending the activities under this Memorandum, providing that reasonable notification of such action is forwarded in writing by one party to the other.

Approved:

[1]
For the U.S. National Oceanic and Atmospheric Administration

5 July 1983
Date

[2]
For the National Space Development Agency of Japan

11 August, 1983
Date

[1] John V. Byrne.
[2] Masao Yamanouchi.

ANNEX I[1] to the Memorandum of Understanding

between the

National Space Development Agency of Japan

and the

United States Department of Commerce
National Oceanic and Atmospheric Administration

for the Direct Reception and Distribution
of Landsat Data

I. Fees

Pursuant to Section II.B.4 of the above Memorandum of Understanding (MOU), beginning October 1, 1983, the National Oceanic and Atmospheric Administration (NOAA) has implemented an annual access fee of U.S. $600,000 for the direct reception of Landsat data at each ground station and a distribution fee of U.S. $5.00 for each photographic product and U.S. $65.00 for each Computer Compatible Tape (CCT) derived from all Multi-Spectral Scanner (MSS) data and a fee of U.S. $300 for each full scene of Thematic Mapper (TM) digital data and U.S. $25.00 for each TM photographic product sold, transferred or otherwise distributed by the National Space Development Agency of Japan (NASDA) or its agent(s) to users. The distribution fees will apply to all data received and distributed after October 1, 1982. The above provisions do not apply to data exchanged under Section II.B.7.

Reasonable notification of any proposed change to these fees, taking into account the budget cycles of the parties to this agreement, shall be provided in writing by the NOAA Assistant Administrator for Environmental Satellite, Data, and Information Services to the President of NASDA prior to the implementation of the proposed change.

[1] As revised by exchange of notes Sept. 30, 1983.

II. Payment Schedule

Payments for each station will be made payable to the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, in U.S. Dollars and to any U.S. bank according to the following schedule:

Date	Payments Due
September 30, 1983	$150,000 access fee for each station for October 1, 1983- December 31, 1983.
December 31, 1983	Distribution fee for July 1, 1983 - September 30, 1983, based on report submitted October 15, 1983.
	$150,000 access fee for each station for January 1, - March 31, 1984.
March 31, 1984	Distribution fee for October 1, 1983 - December 31, 1983 based on report submitted January 15, 1984.
	$150,000 access fee for each station for April 1, - June 30, 1984.

June 30, 1984	Distribution fee for January 1, 1984 - March 31, 1984 based on report submitted April 15, 1984.
	$150,000 access fee for each station for July 1, - September 30, 1984.
September 30, 1984	Distribution fee for April 1, 1984 - June 30, 1984 based on report submitted July 15, 1984.
	$150,000 access fee for each station for October 1, - December 31, 1984.

All payments must be received within 30 days from the date of invoice. Charges for late payment will be at the U.S. Treasury Department prevailing rate on the overdue balance for each 30-day period or portion thereof that payment is delayed. Payments should be sent to:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
AT/GSM331 Attn: NOAA Collection Official
6010 Executive Boulevard
Rockville, Maryland 20852
U.S.A.

Distribution fee payments will be based on quarterly distribution reports delivered via air mail or cable to NOAA from NASDA or its designated agent within two weeks after the end of each quarter. Detailed definition of the contents of the quarterly distribution reports will be arranged by the technical representatives responsible for the implementation of this agreement.

III. Contingencies

Should spacecraft or NOAA ground equipment limitations degrade or preclude regular transmission of Landsat data to the NASDA ground station, NOAA, in consultation with NASDA, will appropriately adjust fee payments.

NOAA reserves the right to terminate transmission of Landsat data to NASDA at any time NASDA is in arrears in its payments to NOAA provided that NOAA notifies NASDA 30 days in advance of its intention to terminate transmission for this reason.

IV. Duration of Annex

This Annex will remain in effect until September 30, 1984, and may be extended or revised by mutual agreement of NOAA and NASDA through exchanges of letters between the NOAA Assistant Administrator for Environmental Satellite, Data, and Information Services and the President of NASDA. NOAA will provide reasonable notification in writing of financial terms and conditions proposed for the period beginning October 1, 1984, which take into account the budget cycles of the parties to this agreement.

MULTILATERAL

Aviation: Air Fares

Memorandum of understanding done at Washington May 2, 1982;
Entered into force August 1, 1982.
And amending agreement.
Effected by exchange of notes
Dated at Paris June 15 and 24, 1982;
Entered into force August 1, 1982.

MEMORANDUM OF UNDERSTANDING

THE UNDERSIGNED DELEGATES HAVE ENTERED INTO THE FOLLOWING UNDERSTANDING:

ARTICLE I

DEFINITIONS

For the purposes of this Understanding, unless otherwise stated, the term:

a) "Understanding" means this Memorandum of Understanding, its Annexes and any amendments thereto;[1]

b) "Party" means any State whose aeronautical authorities have been committed, by the confirmed signature of its delegate below, to administer their responsibilities in conformity with the provisions of this Understanding;

c) "Scheduled transatlantic passenger services" means the public transport of passengers and their baggage on scheduled air services between the territory of the United States on the one hand and, on the other, the territory of any other Party;

d) "Fare" means the price to be charged for scheduled transatlantic passenger services, including the conditions governing the availability or applicability of such price and the charges and conditions for ancillary services.*

More specifically:

i) "Economy fare" means a fare offering space equivalent to a seating pitch of not more than 34 inches and not less than 9 seats abreast in Boeing 747 aircraft; 8 abreast for L1011-DC10; and,

* This Understanding does not provide for the regulation of rates of commission. [Footnote in the original.]

[1] The Annexes have not been printed here since the texts are virtually identical to Annexes I and II of the successor Memorandum of Understanding of Dec. 17, 1982. See TIAS 10786. [Footnote added by the Department of State.]

6 abreast for narrow-bodied aircraft.

ii) "First class fare" and "business class fare" shall be defined by the airline establishing the fare, subject to approval of such definition under the principles and procedures provided for in the applicable bilateral agreements.

iii) "Discount fare" means a fare which is listed in Annex I, paragraph 1, of this Understanding and not excluded pursuant to the notes to that Annex.

iv) "Deep discount fare" means a fare which is listed in Annex I, paragraph 2, of this Understanding and not excluded pursuant to the notes to that Annex.

v) "Basic fare" means a fare applicable during the period from 15 September to 14 May (Eastbound) and from 15 October to 14 June (Westbound).

vi) "Peak fare" means a fare applicable during the period from 15 May to 14 September (Eastbound) and from 15 June to 14 October (Westbound).

ARTICLE 2

GENERAL ELEMENTS

1) While this Understanding is in force, no Party shall make participation in multilateral carrier tariff co-ordination a condition for approval of any fare, nor shall any Party prevent or require participation by any carrier in such multilateral tariff co-ordination. In addition, no discrimination against any carrier shall be permitted on the basis of its participation or non-participation in such multilateral tariff co-ordination. No Party shall require, as a result of this Understanding, any carrier to refile any fare presently in effect.

2) The Parties shall encourage their airlines to make their best efforts to establish a simple, transparent and cost-related tariff structure covering user demands. The Parties shall facilitate these efforts by giving them any support within their legal possibilities.

3) Any carrier designated by a Party to this Understanding to operate scheduled transatlantic passenger services may file any fare in respect of such services between its territory and the territory of another Party. The approval of such fares shall be subject to the relevant principles and procedures provided for in the bilateral agreements or arrangements in force between the two Parties (e.g., double approval, country of origin or double disapproval pricing articles) applied as indicated in this Understanding.

4) Nothing in this Understanding shall be deemed to affect in any way the treatment by Parties, under existing bilateral agreements or arrangements, of fares intended to match fares in effect between the territories of the Parties.

5) This Understanding shall apply only to fares for transportation between United States/Europe city-pairs listed in Annex II.

ARTICLE 3

PRICING ZONES AND PROCEDURES

1) In applying the provisions of the relevant bilateral air service agreements or arrangements, the Parties shall, during the period this Understanding is in force, approve or, as the case may be, refrain from notifying dissatisfaction with, specified fares filed by the carrier of another Party in accordance with Article 2,3) within specified pricing zones constructed as set out in Annex II.

2) Any fare filed above or below the zone referred to in paragraph 1) above for the fare-type in question, or not corresponding to one of the definitions set out in Article 1,d),i), ii), iii) and iv), shall continue to be subject to tariff arrangements under the applicable bilateral air service agreements or arrangements. In this connection, each Party shall consider the views of the Tariff Working Group in any report transmitted pursuant to Article 7,2),c) and, with due regard to those views, exercise its best efforts, consistent with its rights and obligations under applicable bilateral agreements or arrangements, to ensure that fares offered for travel to and from its territory are consistent with sound commercial considerations and the need for a functioning, coherent, and stabilized air transport system.

ARTICLE 4

TARIFF FILINGS

1) All fares outside the agreed pricing zones shall continue to be filed with the relevant aeronautical authorities with the period of notice specified in the applicable bilateral air service agreements or arrangements. Where no notice is specified in the applicable bilateral air service agreements or arrangements, and for all filings within the agreed pricing zones, fares shall be so filed not less than 30 days prior to their proposed effective date, except in the case of matching filings, where filings on shorter notice shall be accepted, and in other special circumstances, where filings on shorter notice may be accepted.

2) If a Party intends to disapprove a fare it shall give notification not later than 15 days before its effective date.

ARTICLE 5

CENTRAL AGENCY FOR FARE INFORMATION

1) The Parties shall give common consideration to the value and feasibility of a central agency dealing with information on the fares approved by the Parties to this Understanding.

2) The above shall involve consideration of the following and of any other relevant factors:

   a) the possibility of collecting and recording together, for all carriers performing services between the United States and other Parties to this Understanding, all such fares and the conditions for their application as are approved by the Parties concerned;

   b) the possibility of rapid access by any airline or government concerned to the data so collected; and

   c) evaluation of the cost of setting up, operating and using the central agency.

ARTICLE 6

WORKING GROUP

During the time this Understanding is in force, the Parties shall appoint a working group composed of representatives of the Parties, of ECAC States not parties to this Understanding if they so wish, and of other governments as the Parties may agree. The working group shall review the functioning of this Understanding and shall draft a permanent agreement for consideration by the Parties, considering also the question of including cargo and non-scheduled passenger services.

ARTICLE 7

TARIFF WORKING GROUP

1) A Tariff Working Group shall be composed of representatives from the United States and not more than 2 from each other Party and shall meet at the initiative of any Party and in any case not less than once in each period of six months.

2) The Tariff Working Group shall:

a) if any Party registers a preliminary view that the fare in question may be below costs and/or disruptive, examine any fare approved, under Article 3,2) above, outside the zone in Article 3,1) for the fare-type in question;

b) consider any other questions relating to fares which have arisen under the Understanding; and

c) report to the Parties on a) and b) above.

FINAL CLAUSES

ARTICLE 8

This Understanding shall terminate six months after the date of its entry into force (unless renewed) or upon the coming into force of a permanent agreement on North Atlantic scheduled service pricing, whichever occurs earlier.

ARTICLE 9

1) The undersigned delegates, by affixing their signatures to this Understanding, if confirmed by subsequent notification to the ECAC Secretariat not later than 15 June 1982,[1] commit their aeronautical authorities to administer their responsibilities in conformity with the provisions of this Understanding.

2) This Understanding shall enter into force on 1 July 1982.[1]

3) This Understanding shall be open for signature at the ECAC Secretariat by the aeronautical authorities of other ECAC Member States subject to acceptance, by all Parties to this Understanding, of the reference fare levels and pricing zones applicable to the routes covered by such new signatures and of any exceptions to the definitions in Annex I.

Done this second day of May, 1982, at Washington, D.C.[2]

For the aeronautical authorities of --

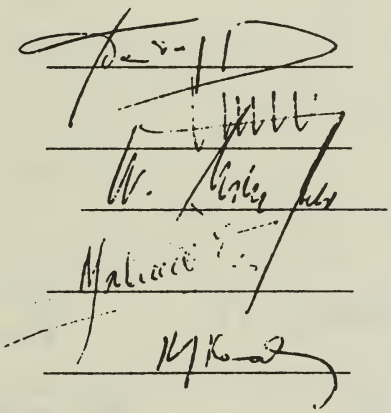
Belgium:

France:

Germany, Federal Republic of:

Greece:

Ireland:



[1] The Memorandum of Understanding was amended to extend the date of confirmation to July 15, 1982 and the entry into force date to Aug. 1, 1982 pursuant to United States note No. 126, June 15, 1982 and reply from the Secretariat of the European Civil Aviation Conference dated June 24, 1982.

[2] Signed by Portugal and Yugoslavia June 9, Switzerland July 15 and France July 30, 1982.

Italy:

Netherlands:

Portugal:

Spain:

Switzerland:

United Kingdom:

United States:

Yugoslavia:

[1]

President of ECAC
Chairman, ECAC Delegation

[2]

Deputy Secretary of Transportation
Chairman, United States Delegation

[1] Erik Willoch.
[2] Darrell M. Trent.

[AMENDING AGREEMENT]

NOTE FROM UNITED STATES EMBASSY IN PARIS TO ECAC,
DATED 15 JUNE 1982

No. 126

The Embassy of the United States of America presents its compliments to the European Civil Aviation Conference and has the honor to refer to the Memorandum of Understanding and its annexes concerning scheduled Transatlantic Passenger Air Fares tentatively agreed at Washington, D.C. on May 2, 1982.

The United States herewith requests that the period for confirmation of the referenced Memorandum be extended to July 15, 1982 and that the date for entry into force of the Memorandum be changed to August 1, 1982. It is requested that Article 9 of the Memorandum be amended accordingly.

The United States asks that the E.C.A.C. Secretariat communicate this request to E.C.A.C. members and advise the United States by June 25, 1982 whether this request is acceptable to them.

The Embassy takes this opportunity to renew to the European Civil Aviation Conference assurance of its highest consideration.

Embassy of the United States of America

Paris, June 15, 1982

REPLY FROM ECAC TO UNITED STATES EMBASSY NOTE OF 15 JUNE 1982

EC 9/8.4/12 - 201

The Secretariat of the European Civil Aviation Conference presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No.126 dated 15 June 1982 requesting amendment of Article 9 of the Memorandum of Understanding concerning Scheduled Transatlantic Passenger Air Fares tentatively agreed at Washington, D.C. on 2 May 1982.

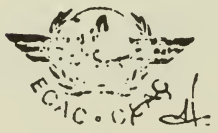
The ECAC Secretariat has communicated this request to ECAC Member States. Those Member States whose aeronautical authorities have confirmed their signatures to the referenced Memorandum have indicated that, although the delay involved is viewed with regret and reluctance, the United States request is acceptable to them. It is accordingly agreed that Article 9 of the Memorandum be amended to extend to 15 July 1982 the period for confirmation of signatures and to change the date for entry into force of the Memorandum to 1 August 1982.

In accepting the United States request, the ECAC Member States concerned have asked the ECAC Secretariat to convey to the United States that, as the situation has not changed significantly since the Memorandum was signed on a provisional basis on behalf of the United States on 2 May 1982, those ECAC Member States which have confirmed their signatures would find it very difficult to understand if the United States, at such a late stage, were not to confirm its signature.

The Secretariat of the European Civil Aviation Conference takes this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

Secretariat of the European Civil Aviation Conference

Paris, 24 June 1982



MULTILATERAL

Aviation: Air Fares

Memorandum of understanding done at Paris
December 17, 1982;
Entered into force February 1, 1983.
And amending protocol
Done at Washington October 29, 1983;
Entered into force November 1, 1983.

MEMORANDUM OF UNDERSTANDING

THE UNDERSIGNED DELEGATES HAVE ENTERED INTO THE FOLLOWING UNDERSTANDING :

ARTICLE 1

DEFINITIONS

For the purposes of this Understanding, unless otherwise stated, the term :

a) "Understanding" means this Memorandum of Understanding, its Annexes and any amendments thereto;

b) "Party" means any State whose aeronautical authorities have been committed, by the confirmed signature of its delegate below, to administer their responsibilities in conformity with the provisions of this Understanding;

c) "Scheduled transatlantic passenger services" means the public transport of passengers and their baggage on scheduled air services between the territory of the United States on the one hand and, on the other, the territory of any other Party;

MEMORANDUM D'ENTENTE

LES DELEGUES SOUSSIGNES ONT CONCLU L'ENTENTE SUIVANTE :

ARTICLE 1

DEFINITIONS

Aux fins de la présente Entente, et sauf dispositions contraires :

a) "Entente" signifie la présente Entente,[1] ses Annexes et tout amendement à l'une ou aux autres;

b) "Partie" signifie tout Etat dont les autorités aéronautiques sont engagées, par la signature confirmée ci-dessous apposée par le délégué dudit Etat, à s'acquitter de leurs responsabilités conformément aux dispositions de la présente Entente;

c) "Services transatlantiques réguliers de passagers" signifie le transport public de passagers et de leurs bagages par services aériens réguliers entre le territoire des Etats-Unis, d'une part, et le territoire de tout autre Partie, d'autre part;

[1] Should read "le present Memorandum d'Entente".

d) "Fare" means the price to be charged for scheduled transatlantic passenger services, including the conditions governing the availability or applicability of such price and the charges and conditions for ancillary services. ::

More specifically :

i) "Economy fare" means a fare offering space equivalent to a seating pitch of not more than 34 inches and not less than 9 seats abreast in Boeing 747 aircraft; 8 abreast for L1011-DC10;and 6 abreast for narrow-bodied aircraft.

ii) "First class fare"and"business class fare" shall be defined by the airline establishing the fare, subject to approval of such definition under the principles and procedures provided for in the applicable bilateral agreements.

d) "Tarif" signifie le prix à percevoir pour les services transatlantiques réguliers de passagers, y compris les conditions régissant l'offre et l'application du prix en question et les prix et conditions des prestations annexes.::

Plus précisément :

i) "Tarif économie" signifie un tarif donnant droit à un espace équivalent à ce qu'offrent des sièges espacés au pas de 34 pouces maximum, disposés par rangées de 9 minimum en Boeing 747; de 8 minimum en L1011-DC10; et de 6 minimum dans les avions à fuselage étroit.

ii) "Tarif de première classe" et "Tarif de classe affaires" seront définis par la compagnie aérienne établissant le tarif en question, sous réserve de l'approbation de ces définitions en vertu des principes et des procédures prévus dans les accords bilatéraux applicables.

:: This Understanding does not provide for the regulation of rates of commission.

[Footnote in the original.]

:: La présente Entente ne prévoit pas la réglementation des taux de commission.

iii) "Discount fare" means a fare which is listed in Annex I, paragraph 1, of this Understanding and not excluded pursuant to the notes to that Annex.

iii) "Tarif réduit" signifie un tarif figurant à l'Annexe I, paragraphe 1, de la présente Entente et n'étant pas exclu en application des notes de ladite Annexe.

iv) "Deep discount fare" means a fare which is listed in Annex I, paragraph 2, of this Understanding and not excluded pursuant to the notes to that Annex.

iv) "Tarif très réduit" signifie un tarif figurant à l'Annexe I, paragraphe 2, de la présente Entente et n'étant pas exclu en application des notes de ladite Annexe.

v) "Basic fare" means a fare applicable during the period from 15 September to 14 May (Eastbound) and from 15 October to 14 June (Westbound).

v) "Tarif de base" signifie un tarif applicable pendant les périodes du 15 septembre au 14 mai (vers l'Est) et du 15 octobre au 14 juin (vers l'Ouest).

vi) "Peak fare" means a fare applicable during the period from 15 May to 14 September (Eastbound) and from 15 June to 14 October (Westbound).

vi) "Tarif de pointe" signifie un tarif applicable pendant les périodes du 15 mai au 14 septembre (vers l'Est) et du 15 juin au 14 octobre (vers l'Ouest).

ARTICLE 2

GENERAL ELEMENTS

1) While this Understanding is in force, no Party shall make participation in multilateral carrier tariff co-ordination a condition for approval of any fare, nor shall any Party prevent or require participation by any carrier in such multilateral tariff co-ordination. In addition, no discrimination against any carrier shall be permitted on the basis of its participation or non-participation in such multilateral tariff co-ordination. No Party shall require, as a result of this Understanding, any carrier to refile any fare presently in effect.

2) The Parties shall encourage their airlines to make their best efforts to establish a simple, transparent and cost-related tariff structure covering user demands. The Parties shall facilitate these efforts by giving them any support within their legal possibilities.

ARTICLE 2

GENERALITES

1) Pendant la durée de la présente Entente, aucune Partie ne fera de de la participation à la coordination tarifaire multilatérale entre transporteurs une condition de l'approbation d'un tarif quelconque, et aucune Partie ne pourra empêcher ou exiger la participation d'un transporteur quelconque à cette coordination tarifaire multilatérale. En outre, aucune discrimination ne sera autorisée à l'encontre d'un transporteur sur la base de sa participation ou de sa non-participation à cette coordination tarifaire multilatérale. Aucune Partie ne pourra exiger, au titre de la présente Entente, qu'un transporteur procède à un nouveau dépôt d'un tarif actuellement en vigueur.

2) Les Parties encourageront leurs compagnies aériennes à déployer leurs meilleurs efforts pour établir une structure tarifaire simple, transparente et rattachée aux coûts, répondant aux besoins des usagers. Les Parties appuieront ces efforts dans toute la mesure de leurs possibilités juridiques.

3) Any carrier designated by a Party to this Understanding to operate scheduled transatlantic passenger services may file any fare in respect of such services between its territory and the territory of another Party. The approval of such fares shall be subject to the relevant principles and procedures provided for in the bilateral agreements or arrangements in force between the two Parties (e.g. double approval, country of origin or double disapproval pricing articles) applied as indicated in this Understanding.

3) Tout transporteur désigné par une Partie à la présente Entente pour exploiter des services aériens transatlantiques réguliers de passagers peut déposer un tarif quelconque au titre de ces services entre son territoire et le territoire d'une autre Partie. L'approbation des tarifs ainsi déposés sera soumise aux principes et procédures correspondants prévus dans les accords ou arrangements bilatéraux en vigueur entre les deux Parties (telles les clauses tarifaires de double approbation, du pays d'origine ou de double désapprobation), dont l'application se fera de la manière indiquée dans la présente Entente.

4) Nothing in this Understanding shall be deemed to affect in any way the treatment by Parties, under existing bilateral agreements or arrangements, of fares intended to match fares in effect between the territories of the Parties.

4) Nulle disposition de la présente Entente ne sera réputée pouvoir affecter, de quelque façon que ce soit, le traitement par les Parties, aux termes des accords ou arrangements bilatéraux en vigueur, des tarifs ayant pour objet l'alignement sur des tarifs en vigueur entre les territoires des Parties.

5) This Understanding shall apply only to fares for transportation between United States/Europe city-pairs listed in Annex II.

5) La présente Entente s'appliquera uniquement aux tarifs de transport entre les paires de villes Etats-Unis/Europe dont la liste figure à l'Annexe II.

ARTICLE 3

PRICING ZONES AND PROCEDURES

1) In applying the provisions of the relevant bilateral air service agreements or arrangements, the Parties shall, during the period this Understanding is in force, approve or, as the case may be, refrain from notifying dissatisfaction with, specified fares filed by the carrier of another Party in accordance with Article 2,3) within specified pricing zones constructed as set out in Annex II.

2) Any fare filed above or below the zone referred to in paragraph 1) above for the fare-type in question, or not corresponding to one of the definitions set out in Article 1, d), i), ii), iii) and iv), shall continue to be subject to tariff arrangements under the applicable bilateral air service agreements or arrangements. In this connection, each Party shall consider the views of the Tariff Working Group in any report transmitted

ARTICLE 3

ZONES ET PROCEDURES TARIFAIRES

1) En procédant à l'application des dispositions de l'accord ou arrangement bilateral applicable[1] de transport aérien, et pendant la durée de la présente Entente, les Parties approuveront ou, le cas échéant, s'abstiendront de désapprouver, les tarifs spécifiés déposés par un transporteur d'une autre Partie, conformément à l'Article 2,3) dans les limites de zones tarifaires spécifiées et établies suivant les dispositions de l'Annexe II.

2) Les tarifs déposés au-dessus ou en-dessous de la zone visée au paragraphe 1) ci-dessus pour le type de tarif en question, ou ne correspondant pas à l'une des définitions énoncées à l'Article 1, d), i), ii), iii) et iv), restent soumis aux dispositions tarifaires des accords ou arrangements bilatéraux applicables de transport aérien. A cet égard, chaque Partie considérera les vues du groupe de travail tarifaire dans tout rapport transmis conformément à l'Article

[1] Should read "des accords ou arrangements bilateraux applicables".

pursuant to Article 7, 2),c) and, with due regard to those views, exercise its best efforts, consistent with its rights and obligations under applicable bilateral agreements or arrangements, to ensure that fares offered for travel to and from its territory are consistent with sound commercial considerations and the need for a functioning, coherent and stabilized air transport system.

7, 2), c) et, tenant dûment compte de ces vues, s'efforcera, au mieux de ses capacités, tout en respectant les droits et obligations qui sont siens au titre des accords ou arrangements bilatéraux applicables, de veiller à la compatibilité des tarifs offerts pour les vols à destination et en provenance de son territoire avec des procédés commerciaux sains et avec la nécessité d'un système de transport aérien qui fonctionne et qui soit cohérent et stabilisé.

ARTICLE 4

TARIFF FILINGS

1) All fares outside the agreed pricing zones shall continue to be filed with the relevant aeronautical authorities with the period of notice specified in the applicable bilateral air service agreements or arrangements. Where no notice is specified in the applicable bilateral air service agreements or arrangements, and for all filings within the agreed pricing zones, fares shall be so filed not less than 30 days prior to their proposed effective date, except in the case of matching filings, where filings on shorter notice shall be accepted, and in other special circumstances, where filings on shorter notice may be accepted.

2) If a Party intends to disapprove a fare it shall give notification not later than 15 days before its effective date.

ARTICLE 4

DEPOT DES TARIFS

1) Tous les tarifs en dehors des zones tarifaires convenues continueront d'être déposés auprès des autorités aéronautiques compétentes dans les délais prévus par l'accord ou l'arrangement bilatéral applicable[1] de transport aérien. Lorsqu'aucun délai n'est précisé dans l'accord ou arrangement bilatéral applicable[1] de transport aérien, et dans le cas de tout dépôt effectué à l'intérieur des zones tarifaires convenues, les tarifs seront déposés au moins 30 jours avant la date proposée de leur entrée en vigueur, exception faite des tarifs "de mise à niveau", pour lesquels le dépôt avec préavis plus court sera accepté, et d'autres circonstances spéciales, dans lesquelles le dépôt avec préavis plus court pourrait être accepté.

2) La Partie qui a l'intention de désapprouver un tarif devra donner notification à cet effet au plus tard 15 jours avant la date d'entrée en vigueur de ce tarif.

[1] Should read "les accords ou arrangements bilateraux applicables".

ARTICLE 5

CENTRAL AGENCY FOR FARE INFORMATION

1) The Parties shall give common consideration to the value and feasibility of a central agency dealing with information on the fares approved by the Parties to this Understanding.

2) The above shall involve consideration of the following and of any other relevant factors :

a) the possibility of collecting and recording together, for all carriers performing services between the United States and other Parties to this Understanding, all such fares and the conditions for their application as are approved by the Parties concerned;

b) the possibility of rapid access by any airline or government concerned to the data so collected; and

c) evaluation of the cost of setting up, operating and using the central agency.

ARTICLE 5

ORGANISME CENTRAL D'INFORMATION SUR LES TARIFS

1) Les Parties procéderont en commun à un examen de l'utilité et de la possibilité de créer un organisme central d'information sur les tarifs approuvés par les Parties à l'Entente.

2) Les éléments d'appréciation suivants, et tout autre élément pertinent, devront être pris en considération dans cet examen:

a) la possibilité de collecter et de centraliser, pour tous les transporteurs assurant des services entre les Etats-Unis et les autres Etats Parties à l'Entente, l'ensemble des tarifs et des conditions de leur application tels qu'approuvés par les Parties concernées;

b) la possibilité d'accès rapide de toute compagnie ou tout gouvernement concerné aux données ainsi centralisées; et

c) le calcul du coût de la création, du fonctionnement et de l'utilisation de l'agence centrale.[1]

[1] Should read "de l'organisme central".

ARTICLE 6

WORKING GROUP

During the time this Understanding is in force, the Parties shall appoint a working group composed of representatives of the Parties, of ECAC States not Parties to this Understanding if they so wish, and of other governments as the Parties may agree. The working group shall review the functioning of this Understanding and shall draft a permanent agreement for consideration by the Parties considering also the question of including cargo and non-scheduled passenger services.

ARTICLE 6

GROUPE DE TRAVAIL

Pendant la durée de la présente Entente, les Parties institueront un groupe de travail composé de représentants des Parties, d'Etats de la CEAC non Parties à l'Entente s'ils le souhaitent, et des autres gouvernements admis à cette fin par les Parties. Ce groupe de travail examinera le fonctionnement de la présente Entente et rédigera le projet d'un accord permanent à soumettre aux Parties, en examinant aussi la question de l'inclusion des services de marchandises et des services non réguliers de passagers.

ARTICLE 7

TARIFF WORKING GROUP

1) A Tariff Working Group shall be composed of representatives from the United States and not more than 2 from each other Party and shall meet at the initiative of any Party and in any case not less than once in each period of six months.

2) The Tariff Working Group shall:

a) if any Party registers a preliminary view that the fare in question may be below costs and/or disruptive, examine any fare approved, under Article 3,2) above, outside the zone in Article 3,1) for the fare-type in question;

b) consider any other questions relating to fares which have arisen under the Understanding; and

c) report to the Parties on a) and b) above.

ARTICLE 7

GROUPE DE TRAVAIL TARIFAIRE

1) Un Groupe de Travail Tarifaire sera institué, comprenant des représentants des Etats-Unis et un maximum de 2 représentants de chacune des autres Parties; il se réunira à l'initiative de toute Partie et en tout état de cause au moins une fois par semestre.

2) Le Groupe de Travail Tarifaire devra:

a) si un Etat Partie notifie son opinion préliminaire que le tarif en question pourrait être perturbateur ou inférieur au prix de revient, examiner tout tarif approuvé, en vertu de l'Article 3,2) ci-dessus, à l'extérieur de la zone visée à l'Article 3,1) pour le type de tarif en question;

b) examiner toute autre question se rapportant aux tarifs et pouvant se poser dans le cadre de l'Entente; et

c) faire rapport aux Parties sur les démarches a) et b) ci-dessus.

FINAL CLAUSES

ARTICLE 8

This Understanding shall terminate nine months after the date of its entry into force (unless renewed) or upon the coming into force of a permanent agreement on North Atlantic scheduled service pricing, whichever occurs earlier.

ARTICLE 9

1) Subject to verification prior to 1 February 1983 of the concordance of the English and French texts, the undersigned delegates, by affixing their signatures to this Understanding, commit their aeronautical authorities to administer their responsibilities in conformity with the provisions of this Understanding.

2) This Understanding shall enter into force on 1 February 1983.

3) From 1 February 1983, this Understanding shall be open for signature at the ECAC Secretariat by the aeronautical authorities of other ECAC Member States

DISPOSITIONS FINALES

ARTICLE 8

La présente Entente prendra fin neuf mois après la date de son entrée en vigueur (sauf renouvellement) ou à la date d'entrée en vigueur d'un accord permanent sur la tarification des services réguliers nord-atlantiques, suivant que l'une ou l'autre est la plus rapprochée.

ARTICLE 9

1) Sous réserve de vérification, avant le ler février 1983, de la concordance des textes français et anglais, les délégués soussignés, en apposant leur signature à la présente Entente engagent leurs autorités aéronautiques à s'acquitter de leurs responsabilités conformément aux dispositions de la présente Entente.

2) La présente Entente entrera en vigueur le ler février 1983.

3) A partir du ler février 1983, la présente Entente sera ouverte à la signature au Secrétariat de la CEAC par les autorités aéronautiques des autres Etats

subject to acceptance, by all Parties to this Understanding, of the reference fare levels and pricing zones applicable to the routes covered by such new signatures and of any exception to the definitions in Annex I. Such new signatures shall commit the aeronautical authorities concerned to administer their responsibilities in conformity with the provisions of this Understanding as from the date of signature.

membres de la CEAC sous réserve d'acceptation, par toutes les Parties signataires de la présente Entente, des niveaux de tarif de réference et des zones tarifaires applicables aux routes visées par lesdites signatures et de toutes exceptions faites aux définitions figurant à l'Annexe I. Lesdites signatures engageront les autorités aéronautiques concernées à s'acquitter de leurs responsabilités conformément aux dispositions de la présente Entente à compter de la date de ces signatures.

Done at Paris, this seventeenth day of December 1982, in a single copy in the English and French languages, each text being equally authoritative.

Fait à Paris, ce dix-septième jour de décembre 1982, en un exemplaire unique en français et anglais, chacun de ces textes faisant également foi.

For the aeronautical authorities of -- [1]
Pour les autorités aéronautiques de --

Belgium :
Belgique :

Denmark :
Danemark :

France :
France :

Germany, Federal Republic of :
République Fédérale d'Allemagne :

[1] The aeronautical authorities of Denmark, Norway and Sweden signed the Memorandum of Understanding on Oct. 14, 1983, and the annexes were correspondingly revised, as reflected in the protocol of Oct. 29, 1983.

Greece :
Grèce :

Ireland :
Irlande :

Italy :
Italie :

Netherlands :
Pays-Bas :

Norway :
Norvège :

Portugal :
Portugal :

Spain :
Espagne :

Sweden :
Suède :

Switzerland :
Suisse :

United Kingdom :
Royaume-Uni :

United States :
Etats-Unis :

Yugoslavia :
Yougoslavie :

ANNEX I

DISCOUNT AND DEEP DISCOUNT FARES

1. Discount fares

A fare shall constitute a "discount fare" within the meaning of Article 1, d), iii) of this Understanding if it is:

(a) a fare sold subject to mandatory round-trip travel and a minimum stay of not less than 7 days excluding the date of departure and including the date of return. (See Note 1.)

(b) a fare sold subject to mandatory round-trip travel and where reservations and full payment and ticketing for both outbound and inbound travel are completed:

(1) not less than 7 days in advance of outbound travel with a penalty for cancellation or change to reservation of not less than 20 percent of the fare paid; or

ANNEXE I

TARIFS REDUITS ET TRES REDUITS

1. Tarifs réduits

Il y a "tarif réduit" au sens de l'Article 1, d), iii) de la présente Entente si:

(a) le tarif est vendu avec aller et retour obligatoire et un séjour minimum de sept jours, non compris le jour du départ mais comprenant le jour du retour. (voir Note 1.)

(b) le tarif est vendu avec aller et retour obligatoire, les réservations et le paiement intégral ayant été faits et le billet aller et retour ayant été établi comme suit:

(1) au moins sept jours avant la date de départ, avec une pénalité d'annulation ou de changement de réservations d'au moins 20 pour cent du tarif appliqué; ou

(2) not less than 14 days in advance of outbound travel with a penalty for cancellation or change to reservation of not less than 10 percent of the fare paid. (See Note 2.)

(2) au moins quatorze jours avant la date de départ avec une pénalité d'annulation ou de changement de réservations d'au moins 10 pour cent du tarif appliqué. (voir Note 2.)

(c) a fare for travel by an Incentive Group comprised of ten or more employees and/or agents of the same business firm, and accompanying spouses, where travel is not paid for by the participants directly or indirectly. (Such fares may be included on a one-way basis when travel in one direction is by a different mode.)

(c) le tarif est vendu pour le voyage d'un groupe à incitation comprenant au moins dix employés ou agents de la même entreprise commerciale, accompagnés de leurs conjoints, lorsque le voyage n'est pas payé, directement ou indirectement, par les participants. (Lesdits tarifs peuvent être établis sur la base d'un demi aller-retour si l'un des trajets est effectué par un moyen de transport différent.)

(d) a fare sold subject to mandatory round-trip travel, where full payment and ticketing for both outbound and inbound travel are completed at the time of reservation, with no stopover other than at the

(d) le tarif est vendu, avec aller et retour obligatoire, le paiement intégral ayant été effectué et le billet aller et retour ayant été établi au moment de la réservation, sans interruption volontaire de voyage

point of turnaround, and with a penalty for cancellation or change to reservation of not less than 15 percent of the fare paid. (See Notes 3. and 11.)

(e) a fare sold for travel on aircraft with an average seat pitch of less than 33 inches except as required for technical or safety reasons, and:

(1) for wide-body aircraft, the number of seats abreast is greater than the number in the definition of "economy fare" set forth in Article 1, d), i) of the Understanding;

(2) for narrow-body aircraft, the number of seats abreast is not less than 6. (See Notes 4 and 5.)

A Boeing 747 aircraft with not less than 480 seats

autre qu'au point de destination de l'aller, avec une pénalité d'annulation ou de changement de réservations d'au moins 15 pour cent du tarif appliqué. (voir Notes 3 et 11.)

(e) le tarif vendu donne droit de voyager à bord d'un avion dont l'espacement moyen des sièges est inférieur à 33 pouces, sauf exception pour des raisons techniques ou de sécurité, et:

(1) pour les avions gros porteurs, le nombre de sièges disposés par rangées est plus grand que le nombre indiqué dans la définition du "tarif économie" stipulée à l'Article 1, d), i) de l'Entente;

(2) pour les avions à fuselage étroit, le nombre de sièges disposés par rangées est de six minimum. (voir Notes 4 et 5.)

Un avion Boeing 747 ayant au moins 480 sièges sera

will be considered to meet these requirements.

2. Deep Discount Fares

A fare shall constitute a "deep discount fare" within the meaning of Article 1, d), iv) of this Understanding if it is:

(a) a fare sold subject to mandatory round-trip travel, a minimum stay of not less than 7 days excluding the day of departure and including the day of return, and where reservations and full payment and ticketing for both outbound and inbound travel are completed not less than 21 days in advance of outbound travel with a penalty for cancellation or change to reservation of not less than 10 percent of the fare paid. (See Note 6.)

(b) a fare sold subject to mandatory round-trip travel, a ground package of not less than US $ 20 (or equivalent) a day for the duration of the trip, and:

considéré comme remplissant ces conditions.

2. Tarifs très réduits

Il y a "tarif très réduit" au sens de l'Article 1, d), iv) de la présente Entente si:

(a) le tarif est vendu avec aller et retour obligatoire, un séjour minimum de sept jours, non compris le jour du départ mais comprenant le jour du retour, les réservations et le paiement intégral ayant été faits et le billet aller et retour ayant été établi au moins 21 jours avant le départ, avec une pénalité d'annulation ou de changement de réservations d'au moins dix pour cent du tarif appliqué. (voir Note 6.)

(b) le tarif est vendu avec aller et retour obligatoire, un forfait de prestations au sol d'au moins 20 dollars des Etats-Unis (ou l'équivalent) par jour pour la durée du voyage, et:

(1) for travel as a member of a group of ten or more, a minimum stay of not less than 7 days excluding the day of departure and including the day of return; or

(2) a minimum stay of not less than 14 days excluding the day of departure and including the day of return. (See Note 7.)

(c) a fare sold without entitlement to a confirmed reservation in advance of travel as a condition of sale, i.e., standby fares, subject to such capacity limits as are agreed to in Annex II. (See Note 8.)

(d) a fare sold subject to mandatory round-trip travel, a minimum stay of not less than 14 days excluding the day of departure and including the day of return, a penalty for cancellation or change to reservation of not less

(1) pour les membres d'un groupe d'au moins dix personnes, un séjour minimum d'au moins 7 jours, non compris le jour du départ mais comprenant le jour du retour; ou

(2) un sejour minimum d'au moins 14 jours, non compris le jour du départ mais comprenant le jour du retour. (voir Note 7.)

(c) le tarif vendu ne donne pas droit à une réservation confirmée avant le départ comme condition de vente, c'est-à-dire un tarif de standby, soumis aux limites de capacité telles qu'établies à l'Annexe II. (voir Note 8.)

(d) le tarif est vendu avec aller et retour obligatoire, un séjour minimum d'au moins 14 jours, non compris le jour du départ mais comprenant le jour du retour, une pénalité d'annulation ou de changement de réservations d'au moins dix pour cent

than 10 percent of the fare paid, and where full payment and ticketing for both outbound and inbound travel are completed at the time of reservation. (See Note 7.)

(e) a fare sold (whether for one-way or round-trip transportation) where reservations and full payment and ticketing are completed not less than 21 days in advance of travel subject to a penalty for cancellation or change to reservation of not less than 50 percent of the fare paid. (See Notes 8 and 9.)

(f) a fare sold subject to the seating configuration conditions of paragraph 1(e) of this Annex where reservations and full payment and ticketing are completed not less than 10 days in advance of travel with a penalty for cancellation

du tarif appliqué, le paiement intégral ayant été effectué et le billet aller et retour ayant été établi au moment de la réservation. (voir Note 7.)

(e) le tarif est vendu (pour un aller seulement ou un aller et retour) lorsque des réservations et le paiement intégral ont été faits et le billet a été établi au moins 21 jours avant le voyage, sous réserve d'une pénalité d'annulation ou de changement de réservations d'au moins 50 pour cent du tarif appliqué. (voir Notes 8 et 9.)

(f) le tarif est vendu sous réserve des conditions de dispositions des sièges prévues au paragraphe 1 (e) de la présente Annexe lorsque les réservations et le paiement intégral ont été faits et le billet a été établi au moins dix jours avant le voyage avec une pénalité d'annulation ou de

or change to reservation of not less than 25 percent of the fare paid. (See Notes 4, 8 and 10.)	ou de changement de réservations d'au moins 25 pour cent du tarif appliqué. (voir Notes 4, 8 et 10.)

NOTES TO ANNEX I

1. France, Germany (Federal Republic of), Portugal, Spain and Switzerland may substitute "10 days" for "7 days" in paragraph 1(a).

2. Each Party may elect not to apply either:
   (a) fares described in subparagraph 1(b)(1), or
   (b) fares described in subparagraph 1(b)(2).

3. Each Party may elect not to apply paragraph 1(d) for transportation originating in Europe only. The United Kingdom and Ireland may substitute at paragraph 1(d) a one-way economy fare with no stopovers and with transfers limited to one at each end of the transatlantic sector. For Switzerland see Note 11.

4. In any case in which a carrier initiates a fare relying on seating configuration conditions as described in paragraphs 1(e) or

NOTES A L'ANNEXE I

1. L'Espagne, la France, le Portugal, la République fédérale d'Allemagne et la Suisse peuvent remplacer "sept jours" par "dix jours" au paragraphe 1(a).

2. Chacune des Parties peut décider de ne pas appliquer soit:
   (a) les conditions énoncées au paragraphe 1(b)(1), ou
   (b) les conditions énoncées au paragraphe 1(b)(2).

3. Chacune des Parties peut décider de ne pas appliquer le paragraphe 1(d) dans le seul cas des voyages ayant leur point de départ en Europe. Le Royaume-Uni et l'Irlande peuvent substituer au paragraphe 1(d) un billet simple établi au tarif économie sans interruption volontaire de voyage et limité à un seul changement d'avion à chaque extrémité du secteur transatlantique. Pour la Suisse, voir la note 11.

4. Chaque fois qu'un transporteur établit un tarif en se basant sur les conditions de disposition de sièges, tel qu'indiqué aux paragraphes 1(e) ou 2(f) de la

2(f) of this Annex, a carrier may match that fare without regard to such conditions.

5. Each Party may elect not to apply paragraph 1(e).

6. The United Kingdom may substitute "5 percent" for "10 percent" in paragraph 2(a).

7. Each Party may elect not to apply either paragraph 2(b)(2) or paragraph 2(d).

8. Each Party may elect not to apply any two of the following fares: 2(c), 2(e) and 2(f).

9. A penalty of 100 percent of the fare paid may apply to transportation to and/or from France and Switzerland in paragraph 2(e).

10. Germany (Federal Republic of) may require, for transportation originating in its territory, that reservations and full

présente Annexe, un autre transporteur peut se porter au niveau dudit tarif sans tenir compte de ces conditions.

5. Chacune des Parties peut décider de ne pas appliquer le paragraphe 1(e).

6. Le Royaume-Uni peut remplacer "dix pour cent" par "cinq pour cent" au paragraphe 2(a).

7. Chacune des Parties peut décider de ne pas appliquer soit le paragraphe 2(b) (2) ou le paragraphe 2(d).

8. Chacune des Parties peut décider de ne pas appliquer deux quelconques des tarifs indiqués aux paragraphes suivants: 2(c), 2(e) et 2(f).

9. Une pénalité de 100 pour cent du tarif appliqué peut être appliquée aux voyages en provenance ou en direction de la France et de la Suisse, dans le cas du paragraphe 2(e).

10. La République fédérale d'Allemagne peut exiger, pour les vols ayant son territoire pour point de départ, que les réservations et

payment and ticketing be completed not less than 21 days in advance of travel in paragraph 2(f).

le paiement intégral soient faits et que le billet soit établi au moins 21 jours avant le départ, dans le cas du paragraphe 2(f).

11. Switzerland may elect not to apply paragraph 1(d) for transportation originating in Switzerland after an initial period agreed between the United States and Switzerland.

11. La Suisse pourra choisir de ne pas appliquer le paragraphe 1(d) au cas du transport ayant la Suisse pour origine après une période initiale convenue entre les Etats-Unis et la Suisse.

A Party may elect not to apply fares under the terms of these Notes at the time of signature or at any subsequent time by notification to the ECAC Secretariat. Any such election by a Party shall apply only to transportation to and/or from its territory.

Toute Partie peut décider de ne pas appliquer les tarifs prévus par ces Notes au moment de la signature, ou ultérieurement, en en donnant notification au Secrétariat de la CEAC. Une telle décision ne s'appliquera qu'aux vols en provenance ou en direction du territoire de la dite Partie.

ANNEX II

CONSTRUCTION OF PRICING ZONES

For the purposes of Article 3,1) of this Understanding, pricing zones shall be constructed by applying to the appropriate reference fare level (extracted from Table 1 in this Annex) the percentage ranges of the appropriate zone structure drawn from Table 2 in this Annex .

Such construction shall take into account the following:

i) the route for which a pricing zone is to be constructed;

ii) whether travel is US-originating or Europe-originating;

iii) the applicable period (i.e. basic, shoulder, peak, peak of peak or all-year);

iv) the fare class (i.e. first (A1), business (A2), economy (B), discount (C1) or deep discount (C2));

v) the fare type (i.e. one-way or roundtrip) ; and

ANNEXE II

CONSTRUCTION DES ZONES TARIFAIRES

Aux fins de l'Article 3,1) de la présente Entente, des zones tarifaires seront construites en appliquant aux tarifs de référence appropriés (tirés du Tableau 1 de la présente Annexe) les pourcentages limites de la structure de zone appropriée, tirées du Tableau 2 de la présente Annexe.

Cette construction prendra en considération les facteurs ci-après:

i) la route pour laquelle une zone tarifaire doit être construite;

ii) la question de savoir si le voyage est au départ des Etats-Unis ou au départ de l'Europe ("origine Etats-Unis" ou "origine Europe");

iii) la période d'application (à savoir, période de base, intermédiaire, de pointe, de superpointe ou toute l'année);

iv) la classe de tarif (à savoir: première (A1), affaires (A2), économie (B), réduit (C1) ou très réduit (C2));

v) le type de tarif (à savoir: aller simple ou aller-retour); et

vi) the relevant notes to Tables 1 and 2 in this Annex.

GENERAL NOTES

A number of ECAC delegations asked about the treatment of discount fares whose levels fall above the boundary between two zones but whose conditions qualify them for inclusion in the lower of the two zones. The United States stated that if, as a consequence of the establishment of reference fares and zones, an existing fare previously in the lower zone now falls in the higher zone, that fare will still be approved. This is consistent with United States policy on discount fare flexibility as applied in the past. For example, with B and C1 zones of 80-120% and 70-80% respectively, a discount fare qualifying, in terms of conditions, for inclusion in zone C1 will be automatically approved at any level above 70% of the reference fare.

vi) les notes pertinentes aux Tableaux 1 et 2 dans la présente Annexe.

NOTES GENERALES

Un certain nombre de délégations de la CEAC ont demandé des renseignements sur le traitement des tarifs réduits dont le niveau tombe au-dessus de la limite entre deux zones mais dont les conditions les qualifient pour l'inclusion dans la plus basse des deux zones. Les Etats-Unis ont déclaré que si, à la suite de l'adoption de tarifs de référence et de zones, un tarif existant, situé antérieurement dans la zone la plus basse, tombe maintenant dans la zone la plus haute, ce tarif sera encore approuvé. Cette attitude est conforme à la politique des Etats-Unis en matière de flexibilité des tarifs réduits, telle qu'elle a été appliquée dans le passé. Par exemple, avec des zones B et C1 de 80-120% et 70-80% respectivement, un tarif réduit ayant droit, en termes de conditions, à être inclus dans la zone C1 sera automatiquement approuvé à tous niveaux supérieurs à 70% du tarif de référence.

The Parties did not foresee the need for adjustment to the agreed reference fare levels during the 9-month effectiveness of the Understanding. It was understood that the question of periodic adjustment to such levels would be discussed in the context of the possible renewal of the Understanding under Article 8 and/or in the context of the drafting of a permanent agreement as contemplated in Articles 6 and 8.

Les Parties n'ont pas jugé nécessaire de prévoir des ajustements des niveaux de référence approuvés pendant les 9 mois de la période de validité de l'Entente. Il a été entendu que la question d'un ajustement périodique de ces niveaux serait examinée dans le contexte de la reconduction possible de l'Entente au titre de l'Article 8 et/ou dans le contexte d'un projet d'accord permanent ainsi que prévu aux Articles 6 et 8.

TABLE 1 : US ORIGINATING AND EUROPE ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)
TABLEAU 1 : NIVEAUX DES TARIFS DE REFERENCE ORIGINE ETATS-UNIS ET ORIGINE EUROPE (VOIR LES NOTES A LA FIN DU TABLEAU)

ROUTE	U.S. ORIGINATING/ORIGINE ETATS-UNIS 1) US DOLLARS/DOLLARS EU				EUROPE ORIGINATING/ORIGINE EUROPE 1) LOCAL EUROPEAN CURRENCY/MONNAIE EUROPEENNE LOCALE			
	BASIC • BASE	SHOULDER • INTER-MEDIAIRE	PEAK • POINTE	ZONE 2) STRUCTURE • STRUCTURE DES ZONES	BASIC • BASE	SHOULDER • INTER-MEDIAIRE	PEAK • POINTE	ZONE 2) STRUCTURE • STRUCTURE DES ZONES
BELGIUM/ BELGIQUE								
BRU-ANC	1 600		1 830	Z 1	55 000		64 000	Z 1
BRU-ATL	1 000		1 250	Z 1	45 000		55 000	Z 1
BRU-CHI	1 050		1 300	Z 1	47 000		57 000	Z 1
BRU-DTW	1 000		1 250	Z 1	45 000		55 000	Z 1
BRU-NYC	900		1 100	Z 1	39 000		48 000	Z 1
FRANCE 12)								
PAR-NYC 13)	1 260		1 260	Z 16	7 000		7 000	Z 16
GERMANY(F.R.)/ ALLEMAGNE(R.F.)								
FRA-ANC	1 836		1 923	Z 6	5 085		5 328	Z 7
FRA-ATL	1 458		1 545	Z 6	4 088		4 334	Z 7
FRA-BOS	1 120		1 211	Z 6	3 084		3 325	Z 7
FRA-CHI	1 485		1 572	Z 6	4 111		4 354	Z 7
FRA-DFW	1 590		1 679	Z 6	4 416		4 660	Z 7
FRA-LAX	1 963		2 051	Z 6	5 442		5 685	Z 7
FRA-MIA	1 540		1 633	Z 6	4 358		4 606	Z 7
FRA-NYC	1 128		1 220	Z 6	3 109		3 350	Z 7
FRA-PHL	1 196		1 284	Z 6	3 308		3 551	Z 7
FRA-SFO	1 963		2 051	Z 6	5 442		5 685	Z 7
FRA-SJU	1 508		1 763	Z 6	3 264		3 824	Z 7
MUC-NYC	1 158		1 262	Z 6	3 184		3 465	Z 7
GREECE/ GRECE 5)								
ATH-NYC	1 368		1 516	Z 5	SEE NOTE 14) / VOIR NOTE 14)			Z 5
IRELAND/ IRLANDE 6)								
DUB-BOS	781	966	1 094	Z 6	SEE NOTE 4) / VOIR NOTE 4)			Z 6
DUB-NYC	828	1 028	1 164	Z 6	SEE NOTE 4) / VOIR NOTE 4)			Z 6
SNN-BOS	750	927	1 051	Z 6	SEE NOTE 4) / VOIR NOTE 4)			Z 6
SNN-NYC	799	989	1 121	Z 6	SEE NOTE 4) / VOIR NOTE 4)			Z 6

TABLE 1 : US ORIGINATING AND EUROPE ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)

TARIFAU 1 : NIVEAUX DES TARIFS DE REFERENCE ORIGINE ETATS-UNIS ET ORIGINE EUROPE (VOIR LES NOTES A LA FIN DU TABLEAU)

ROUTE	U.S. ORIGINATING/ORIGINE ETATS-UNIS 1) US DOLLARS/DOLLARS EU				EUROPE ORIGINATING/ORIGINE EUROPE 1) LOCAL EUROPEAN CURRENCY/MONNAIE EUROPEENNE LOCALE			
	BASIC • BASE	SHOULDER • INTER-MEDIATE	PEAK • POINTE	ZONE 2) STRUCTURE DES ZONES	BASIC • BASE	SHOULDER • INTER-MEDIATE	PEAK • POINTE	ZONE 2) STRUCTURE DES ZONES
ITALY/ ITALIE 7)								
MIL-CHI	1 402		1 616	Z12/13/14	SEE NOTE 3)	/ VOIR NOTE 3)		Z12/13/14
MIL-NYC	1 242		1 456	Z12/13/14	SEE NOTE 3)	/ VOIR NOTE 3)		Z12/13/14
ROM-BOS	1 274		1 488	Z12/13/14	SEE NOTE 3)	/ VOIR NOTE 3)		Z12/13/14
ROM-CHI	1 444		1 658	Z12/13/14	SEE NOTE 3)	/ VOIR NOTE 3)		Z12/13/14
ROM-NYC	1 284		1 498	Z12/13/14	SEE NOTE 3)	/ VOIR NOTE 3)		Z12/13/14
NETHERLANDS/ PAYS BAS								
AMS-ANC	1 590		1 890	Z 2	3 960		4 170	Z 2
AMS-ATL	1 100		1 360	Z 2	2 900		3 270	Z 2
AMS-CHI	1 170		1 430	Z 2	3 150		3 530	Z 2
AMS-IAH	1 320		1 590	Z 2	3 600		3 700	Z 2
AMS-LAX	1 380		1 740	Z 2	3 700		3 800	Z 2
AMS-MIA	1 150		1 430	Z10/11	3 000		3 300	Z10/11
AMS-NYC	950		1 210	Z 2	2 340		2 560	Z 2
PORTUGAL								
LIS-NYC	908		1 150	Z 3	SEE NOTE 3)	/ VOIR NOTE 3)		Z 3
TER-NYC	890		1 130	Z 3	SEE NOTE 3)	/ VOIR NOTE 3)		Z 3
SPAIN/ ESPAGNE 8)								
AGP-MIA	1 028	1 135	1 242	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
LCG-MIA	1 028	1 135	1 242	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
LPA-MIA	1 028	1 135	1 242	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
MAD-MIA	1 028	1 135	1 242	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
SCQ-MIA	1 028	1 135	1 242	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
SVQ-MIA	1 028	1 135	1 242	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
TCI-MIA	1 028	1 135	1 242	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
VGO-MIA	1 028	1 135	1 242	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
AGP-NYC	908	1 029	1 150	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
LCG-NYC	908	1 029	1 150	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
LPA-NYC	908	1 029	1 150	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
MAD-NYC	908	1 029	1 150	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
SCQ-NYC	908	1 029	1 150	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
SVQ-NYC	908	1 029	1 150	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
TCI-NYC	908	1 029	1 150	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
VGO-NYC	908	1 029	1 150	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4
MAD-SJU	1 236	1 360	1 484	Z 4	SEE NOTE 3)	/ VOIR NOTE 3)		Z 4

TABLE 1 : US ORIGINATING AND EUROPE ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)

TARIFAU 1 : NIVEAUX DES TARIFS DE REFERENCE ORIGINE ETATS-UNIS ET ORIGINE EUROPE (VOIR LES NOTES A LA FIN DU TABLEAU)

U.S. ORIGINATING/ORIGINE ETATS-UNIS 1)
US DOLLARS/DOLLARS EU

EUROPE ORIGINATING/ORIGINE EUROPE 1)
LOCAL EUROPEAN CURRENCY/MONNAIE EUROPEENNE LOCALE

ROUTE	BASIC • BASE	SHOULDER • INTER-MEDIAIRE	PEAK • POINTE	ZONE 2) • STRUCTURE • STRUCTURE DES ZONES	BASIC • BASE	SHOULDER • INTER-MEDIAIRE	PEAK • POINTE	ZONE 2) • STRUCTURE • STRUCTURE DES ZONES
SWITZERLAND/ SUISSE								
GVA-BOS	1 086		1 370	Z 15	2 299		2 902	Z 15
GVA-CHI	1 269		1 553	Z 15	2 687		3 290	Z 15
GVA-NYC	1 096		1 380	Z 15	2 321		2 923	Z 15
ZRH-BOS	1 086		1 370	Z 15	2 299		2 902	Z 15
ZRH-CHI	1 269		1 553	Z 15	2 687		3 290	Z 15
ZRH-NYC	1 096		1 380	Z 15	2 321		2 923	Z 15
UNITED KINGDOM/ 9) ROYAUME UNI								
LON-ATL	1 170	1 296	1 420	Z 8	910	910	994	Z 9
LON-BOS 10)	866	926	1 146	Z 8	536	536	610	Z 9
LON-BWI 10)	1 006	1 152	1 282	Z 8	672	672	748	Z 9
LON-CHI	1 200	1 400	1 530	Z 8	672	672	764	Z 9
LON-DFW	1 300	1 418	1 534	Z 8	714	714	778	Z 9
LON-DTW	1 090	1 304	1 452	Z 8	672	672	748	Z 9
LON-IAH	1 300	1 418	1 534	Z 8	758	758	824	Z 9
LON-LAX	1 332	1 550	1 784	Z 8	746	746	866	Z 9
LON-MIA 10)	1 020	1 118	1 214	Z 8	608	608	720	Z 9
LON-MSP 10)	1 200	1 400	1 530	Z 8	672	672	764	Z 9
LON-MSY	1 258	1 384	1 496	Z 8	688	688	764	Z 9
LON-NYC 11)	870	1 076	1 220	Z 8	542	542	616	Z 9
LON-PHL	980	1 158	1 304	Z 8	672	672	748	Z 9
LON-SEA	1 292	1 504	1 730	Z 8	746	746	866	Z 9
LON-SFO	1 332	1 550	1 784	Z 8	746	746	866	Z 9
LON-STL	1 170	1 296	1 420	Z 8	908	908	994	Z 9
LON-WAS	1 006	1 152	1 282	Z 8	672	672	748	Z 9
YUGOSLAVIA/ YOUGOSLAVIE								
BEG-CHI	1 263		1 491	Z 6	SEE NOTE 3)	/ VOIR NOTE 3)		Z 6
BEG-NYC	1 133		1 339	Z 6	SEE NOTE 3)	/ VOIR NOTE 3)		Z 6
LJU-CHI	1 263		1 491	Z 6	SEE NOTE 3)	/ VOIR NOTE 3)		Z 6
LJU-NYC	1 133		1 339	Z 6	SEE NOTE 3)	/ VOIR NOTE 3)		Z 6
ZAG-CHI	1 263		1 491	Z 6	SEE NOTE 3)	/ VOIR NOTE 3)		Z 6
ZAG-NYC	1 133		1 339	Z 6	SEE NOTE 3)	/ VOIR NOTE 3)		Z 6

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NOTES TO TABLE 1

1) Reference fare levels in basic, shoulder and peak columns relate to roundtrip travel. One-way reference fare levels are established, where required, by halving the corresponding roundtrip level.

"United States-originating" relates to travel whose starting point, on the ticket, is in the United States. Eastbound zone structures shall apply to such United States-originating travel. "Europe-originating" relates to travel whose starting point, on the ticket, is in Europe. Westbound zone structures shall apply to such Europe-originating travel.

2) See Table 2 and Notes thereto for zone structure to be applied for the route in question.

3) To be established on the basis of US-originating reference fare levels by means of current airline conversion system through currency factors.

4) To be established on the basis of US-originating reference fare levels and banker's buying rates.

NOTES DU TABLEAU 1

1) Les tarifs de référence dans les colonnes période de base, intermédiaire et de pointe concernent le voyage aller-retour. Les tarifs de référence dans un sens sont établis, en cas de nécessité, en prenant la moitié du tarif aller-retour correspondant.
"Origine Etats-Unis" correspond à un voyage dont le point de départ mentionné sur le billet, est aux Etats-Unis. Les structures des zones "vers l'Est" s'appliquent à ces voyages "origine Etats-Unis". "Origine Europe" correspond à un voyage dont le point de départ mentionné sur le billet est en Europe. Les structures de zones "vers l'ouest" s'appliquent à ces voyages "origine Europe".

2) Voir le Tableau 2 et les notes qui s'y rapportent pour la structure de zone à appliquer pour la route en question.

3) A établir sur la base des tarifs de référence "Origine - Etats-Unis" au moyen du système actuel de conversion des compagnies aériennes en utilisant des facteurs de change.

4) A établir sur la base des tarifs de référence "origine - Etats-Unis" et des taux d'achat des banques.

5) a) Reference fare levels for Corfu and Thessaloniki, traditionally common-rated with Athens, are omitted from this Understanding but it is understood that fares for these cities can continue to be established on that basis.

b) Notwithstanding the definitions in Article 1 d) v) and vi) the following periods shall apply for all routes Greece - United States :

Basic : 1 September to 31 May (Eastbound) and
1 October to 30 June (Westbound);
Peak : 1 June to 31 August (Eastbound) and
1 July to 30 September (Westbound)

6) Notwithstanding the definitions in Article 1 d) v) and vi) the following periods shall apply for all routes Ireland - United States :

Basic : 1 November to 31 March (both directions);
Peak : 15 May to 14 September (Eastbound) and
15 June to 14 October (Westbound);
Shoulder : 1 April to 14 May and
15 September to 31 October (Eastbound);
and 1 April to 14 June and
15 October to 31 October (Westbound).

5) a) Les tarifs de référence pour Corfou et Thessaloniki, traditionnellement au même niveau que ceux pour Athènes, sont omis de la présente Entente, mais il est entendu que les tarifs pour ces villes peuvent continuer à être établis sur cette base.

b) Nonobstant les définitions de l'Article 1 d) v) et vi) les périodes ci-après s'appliqueront pour toutes les routes Grèce - Etats-Unis :

Base : 1er september au 31 mai (vers l'est) et
1er octobre au 30 juin (vers l'ouest);
Pointe : 1er juin au 31 août (vers l'est) et
1er juillet au 30 septembre (vers l'ouest)

6) Nonobstant les définitions de l'Article 1 d) v) et vi) les périodes ci-après s'appliqueront pour toutes les routes Irlande - Etats-Unis :

Base : 1er novembre au 31 mars (dans les deux sens);
Pointe : 15 mai au 14 septembre (vers l'est) et
15 juin au 14 octobre (vers l'ouest); et
Intermédiaire : 1er avril au 14 mai et
15 septembre au 31 octobre (vers l'est); et
1er avril au 14 juin et
15 octobre au 31 octobre (vers l'ouest).

7) Notwithstanding the definitions in Article 1 d) vi) the following periods shall apply for all routes Italy - United States:

Peak of peak : 21 June to 11 July (US-originating traffic) and
20 August to 9 September (Italy-originating traffic)

8) Notwithstanding the definitions in Article 1 d) v) and vi) the following periods shall apply for indicated routes Spain - United States:

NYC - AGP/LCG/LPA/MAD/SCQ/SVQ/TCI and VGO:

Zones A2 and B -

Basic : 15 October to 14 June (Westbound) and
15 September to 14 May (Eastbound);

Peak : 15 June to 14 October (Westbound) and
15 May to 14 September (Eastbound)

Zones C1 and C2 -

Basic : 1 November to 31 March;

Shoulder : 1 April to 14 June and
15 August to 31 October;

Peak : 15 June to 14 August

7) Nonobstant les définitions de l'Article 1 d) vi) les périodes ci-après s'appliqueront pour toutes les routes Italie - Etats-Unis:

Super-pointe : 21 juin au 11 juillet (trafic "origine - Etats-Unis") et
20 août au 9 septembre (trafic "origine - Italie")

8) Nonobstant les définitions de l'Article 1 d) v) et vi) les périodes ci-après s'appliqueront pour les routes Espagne - Etats-Unis indiquées:

NYC - AGP/LCG/LPA/MAD/SCQ/SVQ/TCI et VGO:

Zones A2 et B -

Base : 15 octobre au 14 juin (vers l'ouest) et
15 septembre au 14 mai (vers l'est);

Pointe : 15 juin au 14 octobre (vers l'ouest) et
15 mai au 14 septembre (vers l'est)

Zones C1 et C2 -

Base : 1er novembre au 31 mars

Intermédiaire : 1er avril au 14 juin et
15 août au 31 octobre;

Pointe : 15 juin au 14 août

MIA - AGP/LCG/LPA/MAD/SCQ/SVQ/TCI and VGO

Zones A2 and B -

Basic : 15 October to 14 June (Westbound) and
15 September to 14 May (Eastbound);

Peak : 15 June to 14 October (Westbound) and
15 May to 14 September (Eastbound)

Zones C1 and C2 -

Basic : 15 August to 14 June;

Peak : 15 June to 14 August

SJU - MAD :

All zones except A1 -

Basic : 15 October to 14 June (Westbound) and
15 September to 31 May (Eastbound);

Peak : 15 June to 14 October (Westbound) and
1 June to 14 September (Eastbound)

9) a). Notwithstanding the definitions in Article 1 d) v) and vi) the following periods shall apply (except for zone B) for all routes United Kingdom - United States :

Zones C1 and C2 -

MIA - AGP/LCG/LPA/MAD/SCQ/SVQ/TCI et VGO

Zones A2 et B

Base : 15 octobre au 14 juin (vers l'ouest) et
15 septembre au 14 mai (vers l'est);

Pointe : 15 juin au 14 octobre (vers l'ouest) et
15 mai au 14 septembre (vers l'est);

Zones C1 et C2 -

Base : 15 août au 14 juin;

Pointe : 15 juin au 14 août

SJU - MAD :

Toutes les zones sauf A1 -

Base : 15 octobre au 14 juin (vers l'ouest) et
15 septembre au 31 mai (vers l'est);

Pointe : 15 juin au 14 octobre (vers l'ouest) et
1er juin au 14 septembre (vers l'est)

9) a) Nonobstant les définitions de l'Article 1 d) v) et vi) les périodes ci-après s'appliqueront (excepté pour la zone B) à toutes les routes Royaume-Uni - Etats-Unis.

Zones C1 et C2 -

Basic : 1 November to 10 December and
25 December to 31 March (both directions);
Shoulder : 1 April to 30 June,
15 September to 31 October and
11 December to 24 December (Westbound);
1 April to 31 May,
15 August to 31 October and
11 December to 24 December (Eastbound);
Peak : 1 July to 14 September (Westbound) and
1 June to 14 August (Eastbound)

b) For United States-originating passengers, the floor of each zone shall be increased by US $ 25 when outbound travel commences on Friday, Saturday or Sunday, and by US $ 25 when inbound travel commences on Friday, Saturday or Sunday.

10) Where a fare is well below the floor of the relevant zone, the United Kingdom recognizes that increases may need to be made progressively.

11) NYC means New York area airports.

12) France and the United States have stated their intention to discuss and agree on reference fares and zones for city-pairs other than Paris - New York in the near future.

Base : 1er novembre au 10 décembre et
25 décembre au 31 mars (dans les deux sens);
Intermédiaire : 1er avril au 30 juin,
15 septembre au 31 octobre et
11 décembre au 24 décembre (vers l'ouest)
1er avril au 31 mai,
15 août au 31 octobre et
11 décembre au 24 décembre (vers l'est);
Pointe : 1er juillet au 14 septembre (vers l'ouest) et
1er juin au 14 août (vers l'est)

b) Pour les passagers "origine Etats-Unis", le plancher de chaque zone sera relevé de 25 $ EU quand le voyage aller commence un vendredi, samedi ou dimanche, et de 25 $ EU lorsque le voyage retour commence un vendredi, samedi ou dimanche.

10) Lorsqu'un tarif est nettement inférieur au plancher de la zone correspondante, le Royaume-Uni reconnaît qu'il pourrait être nécessaire de le relever progressivement.

11) NYC signifie aéroports de la région New York.

12) La France et les Etats-Unis ont annoncé leur intention de discuter et de convenir de tarifs de référence et de zones pour les paires de villes autres que Paris - New York dans un proche avenir.

13) These reference fare levels shall apply, except for the construction of pricing zones C1, C2 and C3 (cf. Note 19) to Table 2) for which the following reference fare levels shall apply :

US-originating	Basic : $	1 198
	Peak : $	1 298
Europe-originating	Basic : FF	6 650
	Peak : FF	7 210

14) To be established at a level of 103% of the result of applying Note 3) above.

13) Ces niveaux de référence s'appliqueront, sauf pour la construction des zones tarifaires C1, C2 et C3 (cf. Note 19) au Tableau 2), pour laquelle les tarifs de référence suivants s'appliqueront :

Origine Etats-Unis	Période de base : $	1 198
	Période de pointe : $	1 298
Origine Europe	Période de base : FF	6 650
	Période de pointe : FF	7 210

14) A établir à un niveau de 103% du résultat de l'application de la Note 3) ci-dessus.

TABLE 2 : ZONE STRUCTURES (SEE NOTES AT END OF TABLE)
TABLEAU 2 : STRUCTURE DE ZONE (VOIR NOTES A LA FIN DU TABLEAU)

ZONE STRUCTURE • STRUCTURE DE ZONE	PRICING ZONE CLASS•CLASSES DE ZONES TARIFAIRES				
	DEEP 15) DISCOUNT C 2 TAUX TRES REDUIT	2) DISCOUNT C 1 TAUX REDUIT	ECONOMY B ECONOMIE	BUSINESS A 2 AFFAIRES	1) FIRST A 1 PREMIERE
	PERCENTAGE RANGE OF ZONE•LIMITE DE POURCENTAGE DE ZONE				
Z 1	50 - 60	60 - 80	80 - 120	120 - 150	150 AND ABOVE/ ET AU DESSUS
Z 2	50 - 70	70 - 80	80 - 120	100 - 140	140 AND ABOVE/ ET AU DESSUS
Z 3	50 - 70	70 - 80	80 - 120	120 - 150	150 AND ABOVE/ ET AU DESSUS
Z 4	50 - 70	70 - 90	90 - 110	110 - 150	150 AND ABOVE/ ET AU DESSUS
Z 5	50 - 70	60 - 90	80 - 120	120 - 150	150 AND ABOVE/ ET AU DESSUS
4) Z 6	60 - 70	70 - 80	80 - 120	100 - 130	130 AND ABOVE/ ET AU DESSUS
5) Z 7	60 - 70	70 - 80	80 - 120	100 - 150	150 AND ABOVE/ ET AU DESSUS
6) Z 8	60 - 70	70 - 85	80 - 120	3)	3)
7) Z 9	65 - 75	75 - 90	80 - 120	3)	3)
8) Z 10	50 - 70	70 - 80	80 - 120	100 - 140	10) 140 AND ABOVE/ ET AU DESSUS
9) Z 11	50 - 70	70 - 80	70 - 120	100 - 140	10) 140 AND ABOVE/ ET AU DESSUS
11) Z 12	55 - 70	70 - 90	90 - 110	14) 120 - 160	14) 160 AND ABOVE/ ET AU DESSUS
12) Z 13	55 - 75	75 - 90	90 - 110	14) 120 - 160	14) 160 AND ABOVE/ ET AU DESSUS
13) Z 14	60 - 75	75 - 90	90 - 110	14) 120 - 160	14) 160 AND ABOVE/ ET AU DESSUS
16) Z 15	17) 55 - 70	17) 70 - 90	90 - 110	110 - 150	150 AND ABOVE/ ET AU DESSUS
19) Z 16	60 - 75	20) 75 - 90	90 - 110	18)	18)

NOTES TO TABLE 2

1) Al pricing zones shall be established on an all-year basis by applying the appropriate Al percentage range to the arithmetic average of the basic and peak reference fare levels in Table 1 except in the case of:
   a) AMS - MIA: cf. Note 10) below; and
   b) All Italy - United States routes: cf. Note 14) below.
2) ECO-2 fares are included in zone Cl for Ireland and the United Kingdom.
3) This Understanding does not include first (Al) or business (A2) class pricing zones for any United Kingdom - United States route.
4) In the case of Germany (F.R.) zone structure Z 6 applies eastbound.
5) Zone structure Z 7 applies westbound.
6) Zone structure Z 8 applies eastbound.
7) Zone structure Z 9 applies westbound.
8) Zone structure Z 10 applies in the basic period.

NOTES AU TABLEAU 2

1) Les zones tarifaires Al seront établies sur une base valable toute l'année en appliquant les limites de pourcentage Al appropriées à la moyenne arithmétique des tarifs de réference de base et de pointe du Tableau 1, sauf en ce qui concerne:
   a) AMS-MIA : cf. Note 10) ci-dessous; et
   b) Toutes les routes Italie - Etats-Unis : cf. Note 14) ci-dessous.
2) Les tarifs ECO-2 sont inclus dans la zone Cl pour l'Irlande et le Royaume-Uni.
3) La présente Entente n'inclut pas les zones tarifaires de première classe (Al) ou de classe affaires (A2) pour les routes Royaume-Uni - Etats-Unis.
4) Pour l'Allemagne (R.F.) la structure de zone Z 6 s'applique vers l'est.
5) La structure de zone Z 7 s'applique vers l'ouest.
6) La structure de zone Z 8 s'applique vers l'est.
7) La structure de zone Z 9 s'applique vers l'ouest.
8) La structure de zone Z 10 s'applique en période de base.

9) Zone structure Z 11 applies in the peak period.

10) The A1 pricing zone for AMS-MIA is established on an all-year basis by applying the appropriate A1 percentage range (i.e ≥ 140%) to the basic reference fare level in Table 1.

11) Zone structure Z 12 applies in the basic period.

12) Zone structure Z 13 applies in the peak period, except peak of peak period, when zone structure Z 14 applies (cf. Note 13) below).

13) Zone structure Z 14 applies in the peak of peak period (cf. Note 7) to Table 1).

14) A1 and A2 pricing zones for all Italy - United States routes shall be established on an all-year basis by applying the appropriate A1 and A2 percentage ranges (i.e. ≥ 160% and 120-160% respectively) to the peak reference fare level in Table 1.

15) As regards fare 2 c) in Annex I to this Understanding capacity limits shall apply as follows:

Ireland:

15% of the seating capacity on any one flight.

9) La structure de zone Z 11 s'applique en période de

10) La zone tarifaire A1 pour AMS-MIA est établie pour toute l'année en appliquant les limites de pourcentage A1 appropriées (à savoir ≥ 140%) au tarif de référence de base du Tableau 1.

11) La structure de zone Z 12 s'applique en période de base.

12) La structure de zone Z 13 s'applique en période de pointe, sauf pour la période super-pointe pendant laquelle s'applique la structure de zone Z 14 (cf. Note 13) ci-dessous).

13) La structure de zone Z 14 s'applique pendant la période super-pointe (cf. Note 7) du Tableau 1).

14) Les zones tarifaires A1 et A2 pour toutes les routes Italie - Etats-Unis seront fixées pour toute l'année en appliquant des limites de pourcentage A1 et A2 appropriées (à savoir ≥ 160% et 120-160% respectivement) au tarif de de référence de pointe du Tableau 1.

15) Pour ce qui est du tarif 2 c) à l'Annexe 1 à la présente Entente, les limites de capacité s'appliqueront comme suit:

Irlande:

15% de la capacité en sièges sur un vol donné.

16) The governments of Switzerland and the United States have agreed that upon expiration of certain currently effective tariffs, a different zone structure will apply.

17) The percentage range of zone C1 for fare 1 d) is 80-90 and the percentage range of zone C2 for fare 2 a) is 50-70.

18) France and the United States have stated their intention to discuss and agree on zones for first class (A1) and business class (A2) fares in the near future.

19) France and the United States have agreed on a pricing zone C3, the percentage range for which is 50-60, and to which a fare defined as follows shall apply:

- Round trip
- Minimum stay: 14 days, ex France; 10 days, ex US
- Maximum stay: 2 months
- Full payment and ticketing for both outbound and inbound travel are completed at the time of reservation
- 15% penalty before departure
- 40% penalty after departure
- No stopover
- In accordance with Article 2,4) of the Understanding, transfers will be handled according to bilateral agreements

20) The percentage range of zone C1 for fare 1 d) is 80-90.

16) Les gouvernements de la Suisse et des Etats-Unis sont convenus que, à l'expiration de certains tarifs actuellement en vigueur, une structure de zone différente s'appliquera.

17) Les pourcentages de la zone C1 pour le tarif 1 d) sont 80-90, et 50-70 dans zone C2 pour le tarif 2 a).

18) La France et les Etats-Unis ont annoncé leur intention de discuter et de convenir de zones pour les tarifs de première classe (A1) et de classe affaires (A2) dans un proche avenir.

19) La France et les Etats-Unis sont convenus d'une zone tarifaire C3, dont la fourchette en pourcentage est de 50-60, et à laquelle un tarif défini comme suit sera appliqué:

- Voyage aller et retour
- Durée minimale de séjour: 14 jours au départ de la France; 10 jours au départ des Etats-Unis
- Durée maximale: 2 mois
- Le paiement intégral et l'établissement du billet aller et retour sont effectués au moment de la réservation
- Pénalisation de 15% avant le départ
- Pénalisation de 40% après le départ
- Aucun arrêt intermédiaire
- Conformément à l'article 2,4) de l'Entente, les transferts seront traités conformément aux accords bilatéraux

20) La fourchette de pourcentage de la zone C1 pour le tarif 1 d) est de 80-90.

PROTOCOL TO THE MEMORANDUM OF UNDERSTANDING OF 1 FEBRUARY 1983[1]

Article 1

The undersigned agree to be bound by the terms of Articles 1 to 7 (inclusive) of the Memorandum of Understanding, and Annexes thereto, between the United States of America and certain member States of the European Civil Aviation Conference, which was signed on 17 December 1982 and entered into force on 1 February 1983, as amended by the provisions noted in Attachment 1 hereto, (which Articles and Annexes as so amended are hereinafter referred to as "the Understanding"), and as further amended by this Protocol.

Article 2

The Annexes to the Understanding shall be amended to read as shown in Attachments 2 and 3 hereto.

Article 3

The French language text of the Understanding shall be rectified as shown in Attachment 4 hereto.[3]

Article 4

Subject to verification prior to 1 November 1983 of the concordance of the English and French texts the undersigned, by affixing their signatures to this Protocol, commit their aeronautical authorities to administer their responsibilities in conformity with the provisions of the Understanding as amended by this Protocol.

Article 5

This Protocol shall enter into force on 1 November 1983 with respect to aeronautical authorities committed hereto on or before that date.

PROTOCOLE AU MEMORANDUM D'ENTENTE DU 1er FEVRIER 1983

Article 1

Les Soussignés conviennent qu'ils sont tenus de respecter les termes des Articles 1 à 7 (inclus) de l'Entente, et ceux de ses Annexes, conclue entre les Etats-Unis d'Amérique et certains Etats membres de la Commission européenne de l'aviation civile, signée le 17 décembre 1982 et entrée en vigueur le 1er février 1983, telle qu'amendée par les dispositions figurant dans l'Appendice 1 ci-joint (lesdits articles et lesdites annexes ainsi amendés étant ci-après appelés "l'Entente") et tel qu'amendée en outre, par présent Protocole.

Article 2

Les Annexes a l'Entente seront amendées comme l'indiquent les Appendices 3 and 4[2] au présent Protocole.

Article 3

Le texte français de l'Entente sera rectifié comme l'indique l'Appendice 4 au présent Protocole.

Article 4

Sous réserve de vérification, avant le 1er novembre 1983, de la concordance des textes français et anglais, les soussignés, en apposant leur signature au présent Protocole, engagent leurs autorités aéronautiques à s'acquitter de leurs responsabilités conformément aux dispositions de l'Entente telles qu'amendée par le présent protocole.

Article 5

Le présent Protocole entrera en vigueur le 1er Novembre 1983 en ce qui concerne les autorités aéronautiques s'étant engagées à cette date ou avant cette date.[4]

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[1] Memorandum of Understanding done at Paris Dec. 17, 1982; entered into force Feb. 1, 1983.

[2] Should read "3 et 4".

[3] Not printed. Incorporated in footnotes to the Memorandum of Understanding.

[4] Should read "cette date a l'egard du present Protocole."

Article 6

From 1 November 1983, this Protocol shall be open for signature at the ECAC Secretariat by the aeronautical authorities of the other ECAC Member States subject to the acceptance, by all the Parties to this Protocol, of the reference fare levels and pricing zones applicable to the routes covered by such new signatures, and of any exception to the definitions in Annex I to the Understanding. Such new signatures shall commit the aeronautical authorities concerned to administer their responsibilities in conformity with the provisions of the Understanding, as amended by this Protocol, as from the date of signature.

Article 6

A partir du 1er novembre 1983, le présent Protocole sera ouvert à la signature au Secrétariat de la CEAC par les autorités aéronautiques des autres Etats membres de la CEAC sous réserve d'acceptation, par toutes les parties signataires du présent Protocole, des niveaux de tarifs de référence et des zones tarifaires applicables aux routes visées par lesdites signatures nouvelles et de toutes exceptions faites aux définitions figurant à l'Annexe I de l'Entente. Lesdites signatures nouvelles engageront les autorités aéronautiques concernées à s'acquitter de leurs responsabilites en conformité avec les dispositions de l'Entente telle qu'amendée par le présent Protocole, à compter de la date de signature.

Article 7

Subject to the provisions of this Article, the Protocol shall expire on 31 October 1984. If, by April 30, 1984, the United States and the ECAC parties have not agreed to continue to be bound by this Protocol, it will expire on that date. However, fares within the agreed pricing zones filed before such date shall, if their period of validity would expire on or before 31 October 1984, remain subject to the provisions of this Protocol. Any other fares will be subject to the provisions of the applicable bilateral air services agreements or arrangements.

Article 7

Sous réserve des dispositions du prése Article, le Protocole prendra fin le 31 octobre 1984. Si, au 30 avril 1984, les Eta Unis et les Parties à la CEAC ne sont pas convenus de continuer à être liés par le présent Protocole, celui-ci prendra fin à cette date. Cependant, les tarifs déposés antérieurement à la date de ladite notification, dans les limites de zones tarifaires agréées, demeureront soumis aux dispositions du Protocole, si leur période de validité doit expirer le 31 octobre 1984 au plus tard. Tous autres tarifs demeureront soumis aux dispositions des accords ou arrangements bilatéraux[1]

Done at Washington, D.C., this twenty-ninth day of October 1983, in one copy in the

Fait à Washington, D.C., ce vingt-neuvième jour d'octobre 1983, en un seul exemplaire

[1] Should read "bilateraux applicables de transport aerien."

English and French languages, each text being equally authentic.

en français et en anglais, les deux textses faisant également foi.

For the aeronautical authorities of

Pour les autorités aéronautiques de

Belgium :
Belgique :

Denmark :
Danemark :

Finland :
Finlande :

France :
France :

Germany, Federal Republic of :
République Fédérale d'Allemagne :

Greece :
Grèce :

Ireland :
Irlande :

Italy)
Italie :)

Netherlands :
Pays-Bas :

Norway :
Norvège :

Portugal :
Portugal :

Spain :
Espagne :

Sweden :
Suède :

Switzerland :
Suisse)

United Kingdom :
Royaume-Uni :

United States :
Etats-Unis : subject to the statement of the United States in attachment A.[1]

Yugoslavia :
Yougoslavie :

[1] Statement accompanying U. S. Signature.

With respect to the obligations arising under Article 2, 1), signature of this Protocol by the United States should not

[1] Déclaration accompagnant la signature des Etats-Unis.

En ce qui concerne les obligations

Footnotes continue on page 45.

Attachment 1

Amendments to the U.S./E.C.A.C. Memorandum of Understanding signed on December 17, 1982 (entered into force February 1, 1983)

1. Amendment dated 8 July 1983 to include additional routes between the United States and Belgium and Yugoslavia, respectively; and

2. Amendment dated 13 October 1983 to add Denmark, Norway and Sweden as Parties to the Agreement.

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be construed as meaning that, under the Protocol, the United States undertakes under Article 2, 1) to permit multilateral carrier tariff coordination without the application of the current practices and procedures of the United States' aeronautical authorities. If the United States ceases to be bound to the Protocol after April 30, 1984 pursuant to the operation of Article 7, the United States nevertheless undertakes to permit the continuation, through October 31, 1984, of multilateral carrier tariff coordination authorized by the United States' aeronautical authorities prior to May 1, 1984.

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découlant du paragraphe 1 de l'Article 2, la signature du présent Protocole par les Etats-Unis ne devrait pas être comprise comme signifiant que, aux termes du présent Protocole, les Etats-Unis s'engagent, aux termes du paragraphe 1 de l'Article 2, à autoriser la coordination tarifaire multilatérale sans que soient suivies les pratiques et procédures actuelles des autorités aéronautiques des Etats-Unis. Si les Etats-Unis cessent d'être liés après le 30 avril 1984 par le Protocole, suivant l'application de l'Article 7, les Etats-Unis s'engagent néanmoins à autoriser la continuation jusqu' au 31 octobre 1984 inclusivement de la coordination tarifaire multilatérale autorisée anterieurement au ler mai 1984 par les autorites aéronautiques des Etats-Unis.

Attachment 2

ANNEX I

DISCOUNT AND DEEP DISCOUNT FARES

1. Discount fares

A fare shall constitute a "discount fare" within the meaning of Article 1, d), iii) of this Understanding if it is:

(a) a fare sold subject to mandatory round-trip travel and a minimum stay of not less than 7 days excluding the date of departure and including the date of return. (See Note 1.)

(b) a fare sold subject to mandatory round-trip travel and where reservations and full payment and ticketing for both outbound and inbound travel are completed:

(1) not less than 7 days in advance of outbound travel with a penalty for cancellation or change to reservation of not less than 20 percent of the fare paid; or

ANNEXE I

TARIFS REDUITS ET TRES REDUITS

1. Tarifs réduits

Il y a "tarif réduit" au sens de l'Article 1, d), iii) de la présente Entente si:

(a) le tarif est vendu avec aller et retour obligatoire et un séjour minimum de sept jours, non compris le jour du départ mais comprenant le jour du retour. (voir Note 1.)

(b) le tarif est vendu avec aller et retour obligatoire, les réservations et le paiement intégral ayant été faits et le billet aller et retour ayant été établi comme suit:

(1) au moins sept jours avant la date de départ, avec une pénalité d'annulation ou de changement de réservations d'au moins 20 pour cent du tarif appliqué; ou

(2) not less than 14 days in advance of outbound travel with a penalty for cancellation or change to reservation of not less than 10 percent of the fare paid. (See Note 2.)

(2) au moins quatorze jours avant la date de départ avec une pénalité d'annulation ou de changement de réservations d'au moins 10 pour cent du tarif appliqué. (voir Note 2.)

(c) a fare for travel by an Incentive Group comprised of ten or more employees and/or agents of the same business firm, and accompanying spouses, where travel is not paid for by the participants directly or indirectly. (Such fares may be included on a one-way basis when travel in one direction is by a different mode.)

(c) le tarif est vendu pour le voyage d'un groupe à incitation comprenant au moins dix employés ou agents de la même entreprise commerciale, accompagnés de leurs conjoints, lorsque le voyage n'est pas payé, directement ou indirectement, par les participants. (Lesdits tarifs peuvent être établis sur la base d'un demi aller-retour si l'un des trajets est effectué par un moyen de transport différent.)

(d) a fare sold subject to mandatory round-trip travel, where full payment and ticketing for both outbound and inbound travel are completed at the time of reservation, with no stop-over other than at the

(d) le tarif est vendu, avec aller et retour obligatoire, le paiement intégral ayant été effectué et le billet aller et retour ayant été établi au moment de la réservation, sans interruption volontaire de voyage

point of turnaround, and with a penalty for cancellation or change to reservation of not less than 15 percent of the fare paid. (See Note 3.)

(e) a fare sold for travel on aircraft with an average seat pitch of less than 33 inches except as required for technical or safety reasons, and:

(1) for wide-body aircraft, the number of seats abreast is greater than the number in the definition of "economy fare" set forth in Article 1, d), i) of the Understanding;

(2) for narrow-body aircraft, the number of seats abreast is not less than 6. (See Notes 4 and 5.)

A Boeing 747 aircraft with not less than 480 seats

autre qu'au point de destination de l'aller, avec une pénalité d'annulation ou de changement de réservations d'au moins 15 pour cent du tarif appliqué. (voir Note 3.)

(e) le tarif vendu donne droit de voyager à bord d'un avion dont l'espacement moyen des sièges est inférieur à 33 pouces, sauf exception pour des raisons techniques ou de sécurité, et:

(1) pour les avions gros porteurs, le nombre de sièges disposés par rangées est plus grand que le nombre indiqué dans la définition du "tarif économie" stipulée à l'Article 1, d), i) de l'Entente;

(2) pour les avions à fuselage étroit, le nombre de sièges disposés par rangées est de six minimum. (voir Notes 4 et 5.)

Un avion Boeing 747 ayant au moins 480 sièges sera

will be considered to meet these requirements.

2. Deep Discount Fares

A fare shall constitute a "deep discount fare" within the meaning of Article 1, d), iv) of this Understanding if it is:

(a) a fare sold subject to mandatory round-trip travel, a minimum stay of not less than 7 days excluding the day of departure and including the day of return, and where reservations and full payment and ticketing for both outbound and inbound travel are completed not less than 21 days in advance of outbound travel with a penalty for cancellation or change to reservation of not less than 10 percent of the fare paid. (See Note 6.)

(b) a fare sold subject to mandatory round-trip travel, a ground package of not less than US $ 20 (or equivalent) a day for the duration of the trip, and:

considéré comme remplissant ces conditions.

2. Tarifs très réduits

Il y a "tarif très réduit" au sens de l'Article 1, d), iv) de la présente Entente si:

(a) le tarif est vendu avec aller et retour obligatoire, un séjour minimum de sept jours, non compris le jour du départ mais comprenant le jour du retour, les réservations et le paiement intégral ayant été faits et le billet aller et retour ayant été établi au moins 21 jours avant le départ, avec une pénalité d'annulation ou de changement de réservations d'au moins dix pour cent du tarif appliqué. (voir Note 6.)

(b) le tarif est vendu avec aller et retour obligatoire, un forfait de prestations au sol d'au moins 20 dollars des Etats-Unis (ou l'équivalent) par jour pour la durée du voyage, et:

(1) for travel as a member of a group of ten or more, a minimum stay of not less than 7 days excluding the day of departure and including the day of return; or

(2) a minimum stay of not less than 14 days excluding the day of departure and including the day of return. (See Note 7.)

(c) a fare sold without entitlement to a confirmed reservation in advance of travel as a condition of sale, i.e., standby fares, subject to such capacity limits as are agreed to in Annex II. (See Note 8.)

(d) a fare sold subject to mandatory round-trip travel, a minimum stay of not less than 14 days excluding the day of departure and including the day of return, a penalty for cancellation or change to reservation of not less

(1) pour les membres d'un groupe d'au moins dix personnes, un séjour minimum d'au moins 7 jours, non compris le jour du départ mais comprenant le jour du retour; ou

(2) un sejour minimum d'au moins 14 jours, non compris le jour du départ mais comprenant le jour du retour. (voir Note 7.)

(c) le tarif vendu ne donne pas droit à une réservation confirmée avant le départ comme condition de vente, c'est-à-dire un tarif de standby, soumis aux limites de capacité telles qu'établies à l'Annexe II. (voir Note 8.)

(d) le tarif est vendu avec aller et retour obligatoire, un séjour minimum d'au moins 14 jours, non compris le jour du départ mais comprenant le jour du retour, une pénalité d'annulation ou de changement de réservations d'au moins dix pour cent

than 10 percent of the fare paid, and where full payment and ticketing for both outbound and inbound travel are completed at the time of reservation. (See Note 7.)

du tarif appliqué, le paiement intégral ayant été effectué et le billet aller et retour ayant été établi au moment de la réservation. (voir Note 7.)

(e) a fare sold (whether for one-way or round-trip transportation) where reservations and full payment and ticketing are completed not less than 21 days in advance of travel subject to a penalty for cancellation or change to reservation of not less than 50 percent of the fare paid. (See Notes 8 and 9.)

(e) le tarif est vendu (pour un aller seulement ou un aller et retour) lorsque des réservations et le paiement intégral ont été faits et le billet a été établi au moins 21 jours avant le voyage, sous réserve d'une pénalité d'annulation ou de changement de réservations d'au moins 50 pour cent du tarif appliqué. (voir Notes 8 et 9.)

(f) a fare sold subject to the seating configuration conditions of paragraph 1(e) of this Annex where reservations and full payment and ticketing are completed not less than 10 days in advance of travel with a penalty for cancellation

(f) le tarif est vendu sous réserve des conditions de dispositions des sièges prévues au paragraphe 1 (e) de la présente Annexe lorsque les réservations et le paiement intégral ont été faits et le billet a été établi au moins dix jours avant le voyage avec une pénalité d'annulation ou de

or change to reservation of not less than 25 percent of the fare paid. (See Notes 4, 8 and 10.)	ou de changement de réservations d'au moins 25 pour cent du tarif appliqué. (voir Notes 4, 8 et 10.)

NOTES TO ANNEX I

1. Denmark, France, Germany (Federal Republic of), Norway, Portugal, Spain, Sweden and Switzerland may substitute "10 days" for "7 days" in paragraph 1(a).

2. Each Party may elect not to apply either:
   (a) fares described in subparagraph 1(b)(1), or
   (b) fares described in subparagraph 1(b)(2).

3. Each Party may elect not to apply paragraph 1(d) for transportation originating in Europe only. The United Kingdom and Ireland may substitute at paragraph 1(d) a one-way economy fare with no stopovers and with transfers limited to one at each end of the transatlantic sector.

4. In any case in which a carrier initiates a fare relying on seating configuration conditions as described in paragraphs 1(e) or

NOTES A L'ANNEXE I

1. Le Danemark, l'Espagne, la France, la Norvège, le Portugal, la République fédérale d'Allemagne, la Suède et la Suisse peuvent remplacer "sept jours" par "dix jours" au paragraphe 1(a).

2. Chacune des Parties peut décider de ne pas appliquer soit:
   (a) les conditions énoncées au paragraphe 1(b)(1), ou
   (b) les conditions énoncées au paragraphe 1(b)(2).

3. Chacune des Parties peut décider de ne pas appliquer le paragraphe 1(d) dans le seul cas des voyages ayant leur point de départ en Europe. Le Royaume-Uni et l'Irlande peuvent substituer au paragraphe 1(d) un billet simple établi au tarif économie sans interruption volontaire de voyage et limité à un seul changement d'avion à chaque extrémité du secteur transatlantique.

4. Chaque fois qu'un transporteur établit un tarif en se basant sur les conditions de disposition des sièges, tel qu'indiqué aux paragraphes 1(e) ou 2(f) de la

2(f) of this Annex, a carrier may match that fare without regard to such conditions.

5. Each Party may elect not to apply paragraph 1(e).

6. The United Kingdom may substitute "5 percent" for "10 percent" in paragraph 2(a).

7. Each Party may elect not to apply either paragraph 2(b)(2) or paragraph 2(d).

8. Each Party may elect not to apply any two of the following fares: 2(c), 2(e) and 2(f).

9. A penalty of 100 percent of the fare paid may apply to transportation to and/or from Denmark, France, Norway, Sweden and Switzerland in paragraph 2(e).

10. Germany (Federal Republic of) may require, for transportation originating in its territory, that reservations and full

présente Annexe, un autre transporteur peut se porter au niveau dudit tarif sans tenir compte de ces conditions.

5. Chacune des Parties peut décider de ne pas appliquer le paragraphe 1(e).

6. Le Royaume-Uni peut remplacer "dix pour cent" par "cinq pour cent" au paragraphe 2(a).

7. Chacune des Parties peut décider de ne pas appliquer soit le paragraphe 2(b) (2) ou le paragraphe 2(d).

8. Chacune des Parties peut décider de ne pas appliquer deux quelconques des tarifs indiqués aux paragraphes suivants: 2(c), 2(e) et 2(f).

9. Une pénalité de 100 pour cent du tarif appliqué peut être appliquée aux voyages en provenance ou en direction du Danemark, de la France, de la Norvège, de la Suède et de la Suisse, dans le cas du paragraphe 2(e).

10. La République fédérale d'Allemagne peut exiger, pour les vols ayant son territoire pour point de départ, que les réservations et

payment and ticketing be completed not less than 21 days in advance of travel in paragraph 2(f).

le paiement intégral soient faits et que le billet soit établi au moins 21 jours avant le départ, dans le cas du paragraphe 2(f).

A Party may elect not to apply fares under the terms of these Notes at the time of signature or at any subsequent time by notification to the ECAC Secretariat. Any such election by a Party shall apply only to transportation to and/or from its territory.

Toute Partie peut décider de ne pas appliquer les tarifs prévus par ces Notes au moment de la signature, ou ultérieurement, en en donnant notification au Secrétariat de la CEAC. Une telle décision ne s'appliquera qu'aux vols en provenance ou en direction du territoire de la dite Partie.

Attachment 3

ANNEX II

CONSTRUCTION OF PRICING ZONES

For the purposes of Article 3,1) of this Understanding, pricing zones shall be constructed by applying to the appropriate reference fare level (extracted from Table 1 in this Annex) the percentage ranges of the appropriate zone structure drawn from Table 2 in this Annex .

Such construction shall take into account the following:

i) the route for which a pricing zone is to be constructed;

ii) whether travel is US-originating or Europe-originating;

iii) the applicable period (i.e. basic, shoulder, peak, peak of peak or all-year);

iv) the fare class (i.e. first (A1), business (A2), economy (B), discount (C1) or deep discount (C2));

v) the fare type (i.e. one-way or roundtrip) ; and

ANNEXE II

CONSTRUCTION DES ZONES TARIFAIRES

Aux fins de l'Article 3,1) de la présente Entente, des zones tarifaires seront construites en appliquant aux tarifs de référence appropriés (tirés du Tableau 1 de la présente Annexe) les pourcentages limites de la structure de zone appropriée, tirées du Tableau 2 de la présente Annexe.

Cette construction prendra en considération les facteurs ci-après:

i) la route pour laquelle une zone tarifaire doit être construite;

ii) la question de savoir si le voyage est au départ des Etats-Unis ou au départ de l'Europe ("origine Etats-Unis" ou "origine Europe");

iii) la période d'application (à savoir, période de base, intermédiaire, de pointe, de super-pointe ou toute l'année);

iv) la classe de tarif (à savoir: première (A1), affaires (A2), économie (B), réduit (C1) ou très réduit (C2));

v) le type de tarif (à savoir: aller simple ou aller-retour); et

vi) the relevant notes to Tables 1 and 2 in this Annex.

GENERAL NOTES

A number of ECAC delegations asked about the treatment of discount fares whose levels fall above the boundary between two zones but whose conditions qualify them for inclusion in the lower of the two zones. The United States stated that if, as a consequence of the establishment of reference fares and zones, an existing fare previously in the lower zone now falls in the higher zone, that fare will still be approved. This is consistent with United States policy on discount fare flexibility as applied in the past. For example, with B and C1 zones of 80-120% and 70-80% respectively, a discount fare qualifying, in terms of conditions, for inclusion in zone C1 will be automatically approved at any level above 70% of the reference fare.

vi) les notes pertinentes aux Tableaux 1 et 2 dans la présente Annexe.

NOTES GENERALES

Un certain nombre de délégations de la CEAC ont demandé des renseignements sur le traitement des tarifs réduits dont le niveau tombe au-dessus de la limite entre deux zones mais dont les conditions les qualifient pour l'inclusion dans la plus basse des deux zones. Les Etats-Unis ont déclaré que si, à la suite de l'adoption de tarifs de référence et de zones, un tarif existant, situé antérieurement dans la zone la plus basse, tombe maintenant dans la zone la plus haute, ce tarif sera encore approuvé. Cette attitude est conforme à la politique des Etats-Unis en matière de flexibilité des tarifs réduits, telle qu'elle a été appliquée dans le passé. Par exemple, avec des zones B et C1 de 80-120% et 70-80% respectivement, un tarif réduit ayant droit, en termes de conditions, à être inclus dans la zone C1 sera automatiquement approuvé à tous niveaux supérieurs à 70% du tarif de référence.

TABLE 1 : U.S.-ORIGINATING AND EUROPE-ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)
TABLEAU 1 : NIVEAUX DES TARIFS DE REFERENCE ORIGINE ETATS-UNIS ET ORIGINE EUROPE (VOIR LES NOTES A LA FIN DU TABLEAU)

ROUTE	FARE CLASS(ES) / CLASSE(S) DE TARIF	U.S.-ORIGINATING / ORIGINE ETATS-UNIS 1) US DOLLARS / DOLLARS EU: BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES	EUROPE-ORIGINATING / ORIGINE EUROPE 1) LOCAL EUROPEAN CURRENCY / MONNAIE EUROPEENNE LOCALE: BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES
BELGIUM/ BELGIQUE									
BRU-ABC	A1, A2, B, C1, C2	1 648		1 885	Z 1	56 650		65 920	Z 1
BRU-ATL	A1, A2, B, C1, C2	1 030		1 288	Z 1	46 350		56 650	Z 1
BRU-CHI	A1, A2, B, C1, C2	1 082		1 339	Z 1	48 410		58 710	Z 1
BRU-DTW	A1, A2, B, C1, C2	1 030		1 288	Z 1	46 350		56 650	Z 1
BRU-MIC	A1, A2, B, C1, C2	927		1 133	Z 1	40 170		49 440	Z 1
BRU-TPA	A1, A2, B, C1, C2	1 133		1 339	Z 1	50 985		60 255	Z 1
BRU-WAS	A1, A2, B, C1, C2	1 020		1 226	Z 1	45 835		55 105	Z 1
DENMARK/ DANEMARK									
CPH-ABC	A1, A2	1 776		1 776	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 677		1 971	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 677		1 840	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
CPH-CHI	A1, A2	1 467		1 467	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 349		1 697	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 349		1 584	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
CPH-LAX	A1, A2	1 930		1 930	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 805		2 177	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 805		2 031	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
CPH-MIA	A1, A2	1 747		1 747	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 644		1 947	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 646		1 815	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
CPH-MSP	A1, A2	1 467		1 467	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 349		1 697	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 349		1 584	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
CPH-NYC	A1, A2	1 267		1 267	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 166		1 467	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 166		1 368	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
CPH-SEA	A1, A2	1 664		1 664	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 531		1 926	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 531		1 798	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17

TABLE 1 : U.S.-ORIGINATING AND EUROPE-ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)
TABLEAU 1 : NIVEAUX DES TARIFS DE REFERENCE ORIGINE ETATS-UNIS ET ORIGINE EUROPE (VOIR LES NOTES A LA FIN DU TABLEAU)

ROUTE	FARE CLASS(ES) / CLASSE(S) DE TARIF	U.S.-ORIGINATING / ORIGINE ETATS-UNIS 1) US DOLLARS / DOLLARS EU: BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES	EUROPE-ORIGINATING / ORIGINE EUROPE 1) LOCAL EUROPEAN CURRENCY / MONNAIE EUROPEENNE LOCALE: BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES
FINLAND/ FINLANDE									
HEL-LAX	A1, A2, B, C1, C2	1 780		2 072	Z 18	9 050		10 520	Z 18
HEL-NYC	A1, A2, B, C1, C2	1 294		1 584	Z 18	6 570		8 050	Z 18
HEL-SEA	A1, A2, B, C1, C2	1 532		1 824	Z 18	7 790		9 260	Z 18
FRANCE 12)									
PAR-NYC	B	1 355		1 355	Z 16	8 100		8 100	Z 16
	C1,C2,C3	1 287		1 396	Z 16	7 695		8 343	Z16
GERMANY(F.R.)/ ALLEMAGNE(R.F.)									
FRA-ANC	A1, A2, B, C1, C2	1 891		1 981	Z 6	5 238		5 488	Z 7
FRA-ATL	A1, A2, B, C1, C2	1 502		1 591	Z 6	4 211		4 464	Z 7
FRA-BOS	A1, A2, B, C1, C2	1 154		1 247	Z 6	3 177		3 425	Z 7
FRA-CHI	A1, A2, B, C1, C2	1 530		1 619	Z 6	4 234		4 485	Z 7
FRA-DFW	A1, A2, B, C1, C2	1 638		1 729	Z 6	4 548		4 800	Z 7
FRA-HNL	A1, A2, B, C1, C2	2 896		2 930	Z 6	6 738		6 940	Z 7
FRA-LAX	A1, A2, B, C1, C2	2 022		2 113	Z 6	5 605		5 856	Z 7
FRA-MIA	A1, A2, B, C1, C2	1 586		1 682	Z 6	4 489		4 744	Z 7
FRA-NYC	A1, A2, B, C1, C2	1 162		1 257	Z 6	3 202		3 451	Z 7
FRA-PHL	A1, A2, B, C1, C2	1 232		1 323	Z 6	3 407		3 658	Z 7
FRA-SFO	A1, A2, B, C1, C2	2 022		2 113	Z 6	5 605		5 856	Z 7
FRA-SJU	A1, A2, B, C1, C2	1 553		1 816	Z 6	3 362		3 939	Z 7
~~FRA-WAS~~	~~A1, A2, B, C1, C2~~	~~1 378~~		~~1 712~~	~~Z 6~~	~~3 606~~		~~3 856~~	~~Z 7~~
HAM-DEN	A1, A2, B, C1, C2	2 120		2 154	Z 6	4 760		4 991	Z 7
HAM-DTT	A1, A2, B, C1, C2	1 758		1 792	Z 6	3 835		4 083	Z 7
HAM-HNL	A1, A2, B, C1, C2	2 896		2 930	Z 6	6 738		6 940	Z 7
HAM-LAX	A1, A2, B, C1, C2	2 022		2 113	Z 6	5 605		5 856	Z 7
HAM-MIA	A1, A2, B, C1, C2	1 586		1 682	Z 6	4 489		4 744	Z 7
HAM-MSP	A1, A2, B, C1, C2	1 986		2 020	Z 6	4 420		4 656	Z 7
HAM-NYC	A1, A2, B, C1, C2	1 162		1 257	Z 6	3 202		3 451	Z 7
HAM-SFO	A1, A2, B, C1, C2	2 022		2 113	Z 6	5 605		5 856	Z 7
MUC-NYC	A1, A2, B, C1, C2	1 193		1 300	Z 6	3 280		3 569	Z 7
STR-WAS	A1, A2, B, C1, C2	1 678		1 712	Z 6	3 605		3 856	Z 7
GREECE/ GRECE 5)									
ATH-NYC	A1, A2, B, C1, C2	1 368		1 516	Z 5	SEE NOTE 14) / VOIR NOTE 14)			Z 5
Par-Bos	B	1 355		1 355	Z16	8 100		8 100	Z16
	C1,C2,C3	1 287		1 396	Z16	7 695		8 343	Z16
Par-Was	B	1 520		1 520	Z16	9 000		9 000	Z16
	C1,C2,C3	1 444		1 566	Z16	8 550		9 270	Z16

TABLE 1 : U.S.-ORIGINATING AND EUROPE-ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)
TABLEAU 1 : NIVEAUX DES TARIFS DE REFERENCE ORIGINE ETATS-UNIS ET ORIGINE EUROPE (VOIR LES NOTES A LA FIN DU TABLEAU)

ROUTE	FARE CLASS(ES) / CLASSE(S) DE TARIF	U.S.-ORIGINATING / ORIGINE ETATS-UNIS 1) US DOLLARS / DOLLARS EU: BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES	EUROPE-ORIGINATING / ORIGINE EUROPE 1) LOCAL EUROPEAN CURRENCY / MONNAIE EUROPEENNE LOCALE: BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES
IRELAND/ IRLANDE 6)									
DUB-BOS	A1, A2, B, C1, C2	804	995	1 127	Z 6	SEE NOTE 4) / VOIR NOTE 4)			Z 6
DUB-NYC	A1, A2, B, C1, C2	853	1 059	1 199	Z 6	SEE NOTE 4) / VOIR NOTE 4)			Z 6
SNN-BOS	A1, A2, B, C1, C2	773	955	1 083	Z 6	SEE NOTE 4) / VOIR NOTE 4)			Z 6
SNN-NYC	A1, A2, B, C1, C2	823	1 019	1 155	Z 6	SEE NOTE 4) / VOIR NOTE 4)			Z 6
Italy/ Italie									
NETHERLANDS/ PAYS BAS									
AMS-ANC	A1, A2, B, C1, C2	1 638		1 947	Z 2	4 079		4 295	Z 2
AMS-ATL	A1, A2, B, C1, C2	1 133		1 401	Z 2	2 987		3 368	Z 2
AMS-CHI	A1, A2, B, C1, C2	1 133		1 401	Z 2	2 987		3 368	Z 2
AMS-IAH	A1, A2, B, C1, C2	1 360		1 638	Z 2	3 708		3 811	Z 2
AMS-LAX	A1, A2, B, C1, C2	1 421		1 792	Z 2	3 811		3 914	Z 2
AMS-MIA	A1, A2, B, C1, C2	1 185		1 473	Z10/11	3 090		3 399	Z10/11
AMS-NYC	A1, A2, B, C1, C2	979		1 246	Z 2	2 410		2 637	Z 2
NORWAY/ NORVEGE									
OSL -ANC 13)	A1, A2	1 776		1 776	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 677		1 971	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 677		1 840	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
OSL -CHI 13)	A1, A2	1 467		1 467	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 349		1 697	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 349		1 584	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
OSL -LAX 13)	A1, A2	1 930		1 930	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	B	1 805		2 177	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17
	C1, C2	1 805		2 031	Z 17	SEE NOTE 3) / VOIR NOTE 3)			Z 17

TABLE 1 : U.S.-ORIGINATING AND EUROPE-ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)
TABLEAU 1 : NIVEAUX DES TARIFS DE REFERENCE ORIGINE ETATS-UNIS ET ORIGINE EUROPE (VOIR LES NOTES A LA FIN DU TABLEAU)

U.S.-ORIGINATING / ORIGINE ETATS-UNIS 1)
US DOLLARS / DOLLARS EU

EUROPE-ORIGINATING / ORIGINE EUROPE 1)
LOCAL EUROPEAN CURRENCY: / MONNAIE EUROPEENNE LOCALE

ROUTE	FARE CLASS(ES) / CLASSE(S) DE TARIF	BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES	BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES
13) OSL -MIA	A1, A2	1 747		1 747	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
	B	1 644		1 947	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
	C1, C2	1 646		1 815	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
13) OSL -MSP	A1, A2	1 467		1 467	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
	B	1 369		1 697	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
	C1, C2	1 349		1 504	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
13) OSL -YTC	A1, A2	1 767		1 767	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
	B	1 166		1 967	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
	C1, C2	1 166		1 368	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
13) OSL -SKA	A1, A2	1 668		1 668	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
	B	1 531		1 926	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
	C1, C2	1 531		1 790	2 17	SEE NOTE 3)	/	VOIR NOTE 3)	2 17
PORTUGAL									
LIS-YTC	A1, A2, B, C1, C2	935		1 185	2 3	SEE NOTE 3)	/	VOIR NOTE 3)	2 3
TER-YTC	A1, A2, B, C1, C2	917		1 164	2 3	SEE NOTE 3)	/	VOIR NOTE 3)	2 3
SPAIN/ ESPAGNE 4)									
AGP-MIA	A1, A2, B, C1, C2	1 059	1 169	1 279	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
LCG-MIA	A1, A2, B, C1, C2	1 059	1 169	1 279	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
LPA-MIA	A1, A2, B, C1, C2	1 059	1 169	1 279	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
MAD-MIA	A1, A2, B, C1, C2	1 059	1 169	1 279	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
SCQ-MIA	A1, A2, B, C1, C2	1 059	1 169	1 279	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
SVQ-MIA	A1, A2, B, C1, C2	1 059	1 169	1 279	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
TCI-MIA	A1, A2, B, C1, C2	1 059	1 169	1 279	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
VGO-MIA	A1, A2, B, C1, C2	1 059	1 169	1 279	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
AGP-YTC	A1, A2, B, C1, C2	935	1 060	1 185	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
LCG-YTC	A1, A2, B, C1, C2	935	1 060	1 185	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
LPA-YTC	A1, A2, B, C1, C2	935	1 060	1 185	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
MAD-YTC	A1, A2, B, C1, C2	935	1 060	1 185	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
SCQ-YTC	A1, A2, B, C1, C2	935	1 060	1 185	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
SVQ-YTC	A1, A2, B, C1, C2	935	1 060	1 185	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
TCI-YTC	A1, A2, B, C1, C2	935	1 060	1 185	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
VGO-YTC	A1, A2, B, C1, C2	935	1 060	1 185	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2
MAD-SJU	A1, A2, B, C1, C2	1 273	1 401	1 529	2 2	SEE NOTE 3)	/	VOIR NOTE 3)	2 2

TABLE 1 : U.S.-ORIGINATING AND EUROPE-ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)
TABLEAU 1 : NIVEAUX DES TARIFS DE REFERENCE ORIGINE ETATS-UNIS ET ORIGINE EUROPE (VOIR LES NOTES A LA FIN DU TABLEAU)

U.S.-ORIGINATING / ORIGINE ETATS-UNIS 1)
US DOLLARS / DOLLARS EU

EUROPE-ORIGINATING / ORIGINE EUROPE 1)
LOCAL EUROPEAN CURRENCY / MONNAIE EUROPEENNE LOCALE

ROUTE	FARE CLASS(ES) ** / CLASSE(S) DE TARIF	BASIC ** BASE	SHOULDER ** INTER-MEDIATE	PEAK ** POINTE	ZONE 2) STRUCTURE * STRUCTURE DES ZONES	BASIC ** BASE	SHOULDER ** INTER-MEDIATE	PEAK ** POINTE	ZONE 2) STRUCTURE * STRUCTURE DES ZONES
SWEDEN / SUEDE									
GOT-ARN	A1, A2	1 776		1 776	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	B	1 677		1 971	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	C1, C2	1 677		1 840	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
GOT-CHI	A1, A2	1 467		1 467	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	B	1 349		1 697	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	C1, C2	1 349		1 584	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
GOT-LAX	A1, A2	1 930		1 930	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	B	1 805		2 177	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	C1, C2	1 805		2 031	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
GOT-MIA	A1, A2	1 787		1 787	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	B	1 644		1 947	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	C1, C2	1 646		1 815	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
GOT-NSP	A1, A2	1 467		1 467	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	B	1 349		1 697	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	C1, C2	1 349		1 584	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
GOT-NYC	A1, A2	1 267		1 267	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	B	1 166		1 467	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	C1, C2	1 166		1 368	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
GOT-SEA	A1, A2	1 664		1 664	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	B	1 531		1 926	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	C1, C2	1 531		1 790	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
STO-ARN	A1, A2	1 879		1 879	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	B	1 780		2 076	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	C1, C2	1 780		1 943	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
STO-CHI	A1, A2	1 570		1 570	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	B	1 452		1 800	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17
	C1, C2	1 452		1 687	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	VOIR NOTE 3)	Z 17

TABLE 1 : U.S.-ORIGINATING AND EUROPE-ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)
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U.S.-ORIGINATING / ORIGINE ETATS-UNIS 1)
US DOLLARS / DOLLARS EU

EUROPE-ORIGINATING / ORIGINE EUROPE 1)
LOCAL EUROPEAN CURRENCY / MONNAIE EUROPEENNE LOCALE

ROUTE	FARE CLASS(ES) / CLASSE(S) DE TARIF	BASIC / BASE	SHOULDER / INTER-MEDIATE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES	BASIC / BASE	SHOULDER / INTER-MEDIATE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES
STO-LAX	A1, A2	2 033		2 033	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	B	1 908		2 280	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	C1, C2	1 908		2 136	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
STO-MIA	A1, A2	1 860		1 850	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	B	1 747		2 050	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	C1, C2	1 749		1 918	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
STO-WSP	A1, A2	1 570		1 570	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	B	1 452		1 800	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	C1, C2	1 452		1 687	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
STO-YYC	A1, A2	1 370		1 370	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	B	1 269		1 570	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	C1, C2	1 269		1 471	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
STO-SEA	A1, A2	1 767		1 767	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	B	1 634		2 029	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
	C1, C2	1 634		1 901	Z 17	SEE NOTE 3)	/ VOIR NOTE 3)	/ VOIR NOTE 3)	Z 17
Switzerland/ Suisse									
UNITED KINGDOM/ 9) ROYAUME UNI									
LON-ATL	B, C1, C2	1 205	1 335	1 463	Z 8	937	937	1 024	Z 9
LON-BOS 10)	B, C1, C2	892	954	1 180	Z 8	552	552	624	Z 9
LON-BWI 10)	B, C1, C2	1 036	1 187	1 320	Z 8	692	692	770	Z 9
LON-CHI	B, C1, C2	1 236	1 442	1 576	Z 8	692	692	787	Z 9
LON-DFW	B, C1, C2	1 339	1 461	1 580	Z 8	735	735	801	Z 9
LON-DTW	B, C1, C2	1 123	1 343	1 496	Z 8	692	692	770	Z 9
LON-IAH	B, C1, C2	1 339	1 461	1 580	Z 8	781	781	849	Z 9
LON-LAX	B, C1, C2	1 372	1 597	1 838	Z 8	768	768	892	Z 9

TABLE 1 : U.S.-ORIGINATING AND EUROPE-ORIGINATING REFERENCE FARE LEVELS (SEE NOTES AT END OF TABLE)
TABLEAU 1 : NIVEAUX DES TARIFS DE REFERENCE ORIGINE ETATS-UNIS ET ORIGINE EUROPE (VOIR LES NOTES A LA FIN DU TABLEAU)

ROUTE	FARE CLASS(ES) / CLASSE(S) DE TARIF	U.S.-ORIGINATING / ORIGINE ETATS-UNIS 1) US DOLLARS / DOLLARS EU				EUROPE-ORIGINATING / ORIGINE EUROPE 1) LOCAL EUROPEAN CURRENCY / MONNAIE EUROPEENNE LOCALE			
		BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES	BASIC / BASE	SHOULDER / INTER-MEDIAIRE	PEAK / POINTE	ZONE 2) STRUCTURE / STRUCTURE DES ZONES
LON-MIA	B, C1, C2	1 051	1 152	1 250	Z 8	626	626	742	Z 9
LON-MSP 10)	B, C1, C2	1 236	1 442	1 576	Z 8	692	692	787	Z 9
LON-MSY	B, C1, C2	1 296	1 426	1 541	Z 8	709	709	787	Z 9
LON-NYC 11)	B, C1, C2	896	1 108	1 257	Z 8	558	558	634	Z 9
LON-PHL	B, C1, C2	1 009	1 193	1 343	Z 8	692	692	770	Z 9
LON-SEA	B, C1, C2	1 331	1 549	1 782	Z 8	768	768	892	Z 9
LON-SFO	B, C1, C2	1 372	1 597	1 838	Z 8	768	768	892	Z 9
LON-STL	B, C1, C2	1 205	1 335	1 463	Z 8	935	935	1 024	Z 9
LON-TPA	B, C1, C2	1 028	1 129	1 228	Z 8	620	620	735	Z 9
LON-WAS	B, C1, C2	1 036	1 187	1 320	Z 8	692	692	770	Z 9
YUGOSLAVIA/ YOUGOSLAVIA									
BEG-CHI	A1, A2, B, C1, C2	1 301		1 536	Z 6	SEE NOTE 3) / VOIR NOTE 3)			Z 6
BEG-NYC	A1, A2, B, C1, C2	1 167		1 379	Z 6	SEE NOTE 3) / VOIR NOTE 3)			Z 6
DBV-NYC	A1, A2, B, C1, C2	1 208		1 420	Z 6	SEE NOTE 3) / VOIR NOTE 3)			Z 6
DBV-WAS	A1, A2, B, C1, C2	1 301		1 513	Z 6	SEE NOTE 3) / VOIR NOTE 3)			Z 6
LJU-CHI	A1, A2, B, C1, C2	1 301		1 536	Z 6	SEE NOTE 3) / VOIR NOTE 3)			Z 6
LJU-NYC	A1, A2, B, C1, C2	1 167		1 379	Z 6	SEE NOTE 3) / VOIR NOTE 3)			Z 6
ZAG-CHI	A1, A2, B, C1, C2	1 301		1 536	Z 6	SEE NOTE 3) / VOIR NOTE 3)			Z 6
ZAG-NYC	A1, A2, B, C1, C2	1 167		1 379	Z 6	SEE NOTE 3) / VOIR NOTE 3)			Z 6
ZAG-WAS	A1, A2, B, C1, C2	1 260		1 473	Z 6	SEE NOTE 3) / VOIR NOTE 3)			Z 6

NOTES TO TABLE 1

1) Reference fare levels in basic, shoulder and peak columns relate to roundtrip travel. One-way reference fare levels are established, where required, by halving the corresponding roundtrip level.

"United States-originating" relates to travel whose starting point, on the ticket, is in the United States. Eastbound zone structures shall apply to such United States-originating travel. "Europe-originating" relates to travel whose starting point, on the ticket, is in Europe. Westbound zone structures shall apply to such Europe-originating travel.

2) See Table 2 and Notes thereto for zone structure to be applied for the route in question.

3) To be established on the basis of US-originating reference fare levels by means of current airline conversion system through currency factors.

4) To be established on the basis of US-originating reference fare levels and banker's buying rates.

NOTES DU TABLEAU 1

1) Les tarifs de référence dans les colonnes période de base, intermédiaire et de pointe concernent le voyage aller-retour. Les tarifs de référence dans un sens sont établis, en cas de nécessité, en prenant la moitié du tarif aller-retour correspondant.
"Origine Etats-Unis" correspond à un voyage dont le point de départ mentionné sur le billet, est aux Etats-Unis. Les structures des zones "vers l'Est" s'appliquent à ces voyages "origine Etats-Unis". "Origine Europe" correspond à un voyage dont le point de départ mentionné sur le billet est en Europe. Les structures de zones "vers l'ouest" s'appliquent à ces voyages "origine Europe".

2) Voir le Tableau 2 et les notes qui s'y rapportent pour la structure de zone à appliquer pour la route en question.

3) A établir sur la base des tarifs de référence "Origine - Etats-Unis" au moyen du système actuel de conversion des compagnies aériennes en utilisant des facteurs de change.

4) A établir sur la base des tarifs de référence "origine - Etats-Unis" et des taux d'achat des banques.

5) a) Reference fare levels for Corfu and Thessaloniki, traditionally common-rated with Athens, are omitted from this Understanding but it is understood that fares for these cities can continue to be established on that basis.

b) Notwithstanding the definitions in Article 1 d) v) and vi) the following periods shall apply for all routes Greece - United States :

Basic : 1 September to 31 May (Eastbound) and
1 October to 30 June (Westbound);
Peak : 1 June to 31 August (Eastbound) and
1 July to 30 September (Westbound)

6) Notwithstanding the definitions in Article 1 d) v) and vi) the following periods shall apply for all routes Ireland - United States :

Basic : 1 November to 31 March (both directions);
Peak : 15 May to 14 September (Eastbound) and
15 June to 14 October (Westbound);
Shoulder : 1 April to 14 May and
15 September to 31 October (Eastbound);
and 1 April to 14 June and
15 October to 31 October (Westbound).

5) a) Les tarifs de référence pour Corfou et Thessaloniki, traditionnellement au même niveau que ceux pour Athènes, sont omis de la présente Entente, mais il est entendu que les tarifs pour ces villes peuvent continuer à être établis sur cette base.

b) Nonobstant les définitions de l'Article 1 d) v) et vi) les périodes ci-après s'appliqueront pour toutes les routes Grèce - Etats-Unis :

Base : 1er septembre au 31 mai (vers l'est) et
1er octobre au 30 juin (vers l'ouest);
Pointe : 1er juin au 31 août (vers l'est) et
1er juillet au 30 septembre (vers l'ouest)

6) Nonobstant les définitions de l'Article 1 d) v) et vi) les périodes ci-après s'appliqueront pour toutes les routes Irlande - Etats-Unis :

Base : 1er novembre au 31 mars (dans les deux sens);
Pointe : 15 mai au 14 septembre (vers l'est) et
15 juin au 14 octobre (vers l'ouest); et
Intermédiaire : 1er avril au 14 mai et
15 septembre au 31 octobre (vers l'est); et
1er avril au 14 juin et
15 octobre au 31 octobre (vers l'ouest).

7) (NOTE DELETED)

8) Notwithstanding the definitions in Article 1 d) v) and vi) the following periods shall apply for indicated routes Spain - United States:

NYC - AGP/LCG/LPA/MAD/SCQ/SVQ/TCI and VGO:

Zones A2 and B -

Basic : 15 October to 14 June (Westbound) and 15 September to 14 May (Eastbound);

Peak : 15 June to 14 October (Westbound) and 15 May to 14 September (Eastbound)

Zones C1 and C2 -

Basic : 1 November to 31 March;

Shoulder : 1 April to 14 June and 15 August to 31 October;

Peak : 15 June to 14 August

7) (NOTE ANNULÉE)

8) Nonobstant les définitions de l'Article 1 d) v) et vi) les périodes ci-après s'appliqueront pour les routes Espagne - Etats-Unis indiquées:

NYC - AGP/LCG/LPA/MAD/SCQ/SVQ/TCI et VGO:

Zones A2 et B -

Base : 15 octobre au 14 juin (vers l'ouest) et 15 septembre au 14 mai (vers l'est);

Pointe : 15 juin au 14 octobre (vers l'ouest) et 15 mai au 14 septembre (vers l'est)

Zones C1 et C2 -

Base : 1er novembre au 31 mars

Intermédiaire : 1er avril au 14 juin et 15 août au 31 octobre;

Pointe : 15 juin au 14 août

MIA - AGP/LCG/LPA/MAD/SCQ/SVQ/TCI and VGO

Zones A2 and B -

Basic : 15 October to 14 June (Westbound) and
15 September to 14 May (Eastbound);

Peak : 15 June to 14 October (Westbound) and
15 May to 14 September (Eastbound)

Zones C1 and C2 -

Basic : 15 August to 14 June;

Peak : 15 June to 14 August

SJU - MAD :

All zones except A1 -

Basic : 15 October to 14 June (Westbound) and
15 September to 31 May (Eastbound);

Peak : 15 June to 14 October (Westbound) and
1 June to 14 September (Eastbound)

9) a) Notwithstanding the definitions in Article 1 d) v) and vi) the following periods shall apply (except for zone B) for all routes United Kingdom - United States :

Zones C1 and C2 -

MIA - AGP/LCG/LPA/MAD/SCQ/SVQ/TCI et VGO

Zones A2 et B

Base : 15 octobre au 14 juin (vers l'ouest) et
15 septembre au 14 mai (vers l'est);

Pointe : 15 juin au 14 octobre (vers l'ouest) et
15 mai au 14 septembre (vers l'est);

Zones C1 et C2 -

Base : 15 août au 14 juin;

Pointe : 15 juin au 14 août

SJU - MAD :

Toutes les zones sauf A1 -

Base : 15 octobre au 14 juin (vers l'ouest) et
15 septembre au 31 mai (vers l'est);

Pointe : 15 juin au 14 octobre (vers l'ouest) et
1er juin au 14 septembre (vers l'est)

9) a) Nonobstant les définitions de l'Article 1d) v) et vi) les périodes ci-après s'appliqueront (excepté pour la zone B) à toutes les routes Royaume-Uni - Etats-Unis.

Zones C1 et C2 -

Basic : 1 November to 10 December and
25 December to 31 March (both directions);
Shoulder : 1 April to 30 June,
15 September to 31 October and
11 December to 24 December (Westbound);
1 April to 31 May,
15 August to 31 October and
11 December to 24 December (Eastbound);
Peak : 1 July to 14 September (Westbound) and
1 June to 14 August (Eastbound)

b) For United States-originating passengers, the floor of each zone shall be increased by US $ 25 when outbound travel commences on Friday, Saturday or Sunday, and by US $ 25 when inbound travel commences on Friday, Saturday or Sunday.

10) Where a fare is well below the floor of the relevant zone, the United Kingdom recognizes that increases may need to be made progressively.

11) NYC means New York area airports.

12) France and the United States have stated their intention to discuss and agree on reference fares and zones for other city-pairs in the near future.

Base : 1er novembre au 10 décembre et
25 décembre au 31 mars (dans les deux sens);
Intermédiaire : 1er avril au 30 juin,
15 septembre au 31 octobre et
11 décembre au 24 décembre (vers l'ouest)
1er avril au 31 mai,
15 août au 31 octobre et
11 décembre au 24 décembre (vers l'est);
Pointe : 1er juillet au 14 septembre (vers l'ouest) et
1er juin au 14 août (vers l'est)

b) Pour les passagers "origine Etats-Unis", le plancher de chaque zone sera relevé de 25 $ EU quand le voyage aller commence un vendredi, samedi ou dimanche, et de 25 $ EU lorsque le voyage retour commence un vendredi, samedi ou dimanche.

10) Lorsqu'un tarif est nettement inférieur au plancher de la zone correspondante, le Royaume-Uni reconnaît qu'il pourrait être nécessaire de le relever progressivement.

11) NYC signifie aéroports de la région New York.

12) La France et les Etats-Unis ont annoncé leur intention de discuter et de convenir de tarifs de reference et de zones pour les paires de villes autres[1] dans un proche avenir.

[1] "Les paires de villes autres" should read "d'autres paires de villes".

13) And Bergen where applicable .

14) To be established at a level of 103% of the result of applying Note 3) above.

13) Et Bergen quand applicable.

14) A établir à un niveau de 103% du résultat de l'application de la Note 3) ci-dessus.

TABLE 2 : ZONE STRUCTURES (SEE NOTES AT END OF TABLE)
TABLEAU 2 : STRUCTURE DE ZONE (VOIR NOTES A LA FIN DU TABLEAU)

ZONE STRUCTURE • STRUCTURE DE ZONE	PRICING ZONE CLASS • CLASSES DES ZONES TARIFAIRES				
	DEEP 15) DISCOUNT C 2 TAUX TRES REDUIT	2) DISCOUNT C 1 TAUX REDUIT	ECONOMY B FCONOMIE	BUSINESS A 2 AFFAIRES	1) FIRST A 1 PREMIERE
	PERCENTAGE RANGE OF ZONE • LIMITE DE POURCENTAGE DE ZONE				
Z 1	50 - 60	60 - 80	80 - 120	120 - 150	150 AND ABOVE/ ET AU DESSUS
Z 2	50 - 65	65 - 80	80 - 120	100 - 150	150 AND ABOVE/ ET AU DESSUS
Z 3	50 - 70	70 - 80	80 - 120	120 - 150	150 AND ABOVE/ ET AU DESSUS
Z 4	50 - 70	70 - 85	85 - 115	115 - 150	150 AND ABOVE/ ET AU DESSUS
Z 5	50 - 70	60 - 90	80 - 120	120 - 150	150 AND ABOVE/ ET AU DESSUS
4) Z 6	60 - 70	70 - 80	80 - 120	100 - 130	130 AND ABOVE/ ET AU DESSUS
5) Z 7	60 - 70	70 - 80	80 - 120	100 - 150	150 AND ABOVE/ ET AU DESSUS
6) Z 8	60 - 70	70 - 85	80 - 120	3)	3)
7) Z 9	65 - 75	75 - 90	80 - 120	3)	3)
8) Z 10	50 - 70	70 - 80	80 - 120	100 - 140	10) 140 AND ABOVE/ ET AU DESSUS
9) Z 11	50 - 70	70 - 80	70 - 120	100 - 140	10) 140 AND ABOVE/ ET AU DESSUS
11) Z 12	55 - 70	70 - 90	90 - 110	14) 120 - 160	14) 160 AND ABOVE/ ET AU DESSUS
12) Z 13	55 - 75	75 - 90	90 - 110	14) 120 - 160	14) 160 AND ABOVE/ ET AU DESSUS
13) Z 14	60 - 75	75 - 90	90 - 110	14) 120 - 160	14) 160 AND ABOVE/ ET AU DESSUS
16) Z 15	17) 55 - 70	17) 70 - 90	90 - 110	110 - 150	150 AND ABOVE/ ET AU DESSUS
19) Z 16	60 - 75	20) 75 - 90	90 - 110	18)	18)
Z 17	23) 50 - 70	21) 70 - 85	85 - 115	22) 100 AND ABOVE/ ET AU DESSUS	150 AND ABOVE/ ET AU DESSUS
Z 18	50 - 70	70 - 85	80 - 120	100 - 150	150 AND ABOVE/ ET AU DESSUS

NOTES TO TABLE 2

1) A1 pricing zones shall be established on an all-year basis by applying the appropriate A1 percentage range to the arithmetic average of the basic and peak reference fare levels in Table 1 except in the case of: AMS-MIA Cf. Note 10 below.

2) ECO-2 fares are included in zone C1 for Ireland and the United Kingdom.

3) This Understanding does not include first (A1) or business (A2) class pricing zones for any United Kingdom - United States route.

4) In the case of Germany (F.R.) zone structure Z 6 applies eastbound.

5) Zone structure Z 7 applies westbound.

6) Zone structure Z 8 applies eastbound.

7) Zone structure Z 9 applies westbound.

8) Zone structure Z 10 applies in the basic period.

NOTES AU TABLEAU 2

1) Les zones tarifaires A1 seront établies sur une base valable toute l'année en appliquant les limites de pourcentage A1 appropriées à la moyenne arithmétique des tarifs de réference de base et de pointe du Tableau 1, sauf en ce qui concerne AMS-MIA cf. Note 10) ci-dessous.

2) Les tarifs ECO-2 sont inclus dans la zone C1 pour l'Irlande et le Royaume-Uni.

3) La présente Entente n'inclut pas les zones tarifaires de première classe (A1) ou de classe affaires (A2) pour les routes Royaume-Uni - Etats-Unis.

4) Pour l'Allemagne (R.F.) la structure de zone Z 6 s'applique vers l'est.

5) La structure de zone Z 7 s'applique vers l'ouest.

6) La structure de zone Z 8 s'applique vers l'est.

7) La structure de zone Z 9 s'applique vers l'ouest.

8) La structure de zone Z 10 s'applique en période de base.

9) Zone structure Z 11 applies in the peak period.

10) The A1 pricing zone for AMS-MIA is established on an all-year basis by applying the appropriate A1 percentage range (i.e ≥ 140%) to the basic reference fare level in Table 1.

11) Zone structure Z 12 applies in the basic period.

12) Zone structure Z 13 applies in the peak period, except peak of peak period, when zone structure Z 14 applies (cf. Note 13) below).

13) Zone structure Z 14 applies in the peak of peak period (cf. Note 7) to Table 1).

14) (Note Deleted)

15) As regards fare 2 c) in Annex I to this understanding capacity limits shall apply as follows:

Ireland:

15% of the seating capacity on any one flight.

9) La structure de zone Z 11 s'applique en période de pointe.

10) La zone tarifaire A1 pour AMS-MIA est établie pour toute l'année en appliquant les limites de pourcentage A1 appropriées (à savoir ≥ 140%) au tarif de référence de base du Tableau 1.

11) La structure de zone Z 12 s'applique en période de base.

12) La structure de zone Z 13 s'applique en période de pointe, sauf pour la période super-pointe pendant laquelle s'applique la structure de zone Z 14 (cf. Note 13) ci-dessous).

13) La structure de zone Z 14 s'applique pendant la période super-pointe (cf. Note 7) du Tableau 1).

14) (Note annulée)

15) Pour ce qui est du tarif 2 c) à l'Annexe 1 à la présente Entente, les limites de capacité s'appliqueront comme suit:

Irlande:

15% de la capacité en sièges sur un vol donné.

16) (Note Deleted)

16) (Note Annulée)

17) The percentage range of zone C1 for fare 1 d) is 80-90 and the percentage range of zone C2 for fare 2 a) is 50-70.

17) Les pourcentages de la zone C1 pour le tarif 1 d) sont 80-90, et 50-70 dans zone C2 pour le tarif 2 a).

18) France and the United States have stated their intention to discuss and agree on zones for first class (A1) and business class (A2) fares in the near future.

18) La France et les Etats-Unis ont annoncé leur intention de discuter et de convenir de zones pour les tarifs de première classe (A1) et de classe affaires (A2) dans un proche avenir.

19) France and the United States have agreed on a pricing zone C3, the percentage range for which is 50-60 for France originating passengers and 48-60 for United States-originating passengers, and to which a fare defined as follows shall apply:

- Round trip
- Minimum stay: 14 days, ex France; 10 days, ex US
- Maximum stay: 2 months
- Full payment and ticketing for both outbound and inbound travel are completed at the time of reservation
- 15% penalty before departure
- 40% penalty after departure
- No stopover
- In accordance with Article 2,4) of the Understanding, transfers will be handled according to bilateral agreements

19) La France et les Etats-Unis sont convenus d'une zone tarifaire C3, dont la fourchette en pourcentage est de 50-60, pour les passagers "origine-France" et 48-60 pour les passagers "origine Etats-Unis" et a laquelle un tarif défini comme suit sera applique:

- Voyage aller et retour
- Durée minimale de séjour: 14 jours au départ de la France; 10 jours au départ des Etats-Unis
- Durée maximale: 2 mois
- Le paiement intégral et l'établissement du billet aller et retour sont effectués au moment de la réservation
- Pénalisation de 15% avant le départ
- Pénalisation de 40% après le départ
- Aucun arrêt intermédiaire
- Conformément à l'article 2,4) de l'Entente, les transferts seront traités conformément aux accords bilatéraux

20) The percentage range of zone C1 for fare 1 d) is 80-90.

20) La fourchette de pourcentage de la zone C1 pour le tarif 1 d) est de 80-90.

21) The percentage ranges of zone C1 for fares 1(c) and 1(d) are 50-85 and 80-85 respectively.

22) For zone A2 fares, each carrier shall have full freedom to define its service levels to be provided in business class.

23) For United States originating passengers, the percentage range for the C2 Zone is 55-75.

21) Les fourchettes de pourcentage de la zone C1 pour les tarifs 1(c) et 1(d) sont, respectivement, de 50-85 et 80-85.

22) Pour la zone tarifaire A2, chaque transporteur bénéficiera d'une entière liberté dans l'établissement des niveaux de service fournis en classe affaires.

23) Pour les passagers "origin Etats-Unis" les pourcentages de la zone C2 est de 55-75.

NORWAY

Aviation: Transport Services

Agreement amending the agreement of October 6, 1945, as amended.
Effected by exchange of notes
Dated at Washington August 2, 1983;
Entered into force October 14, 1983.

The Department of State to the Norwegian Embassy

The Department of State refers to the discussions that took place in Washington, D.C. from February 22 to February 26, 1983, between representatives of the Government of the United States of America and the Government of Norway with respect to the Air Transport Agreement between the United States of America and Norway, signed October 6, 1945, as amended,[1] and to the Memorandum of Understanding between the Government of the United States of America and members of the European Civil Aviation Conference, signed December 17, 1982[2] and opened for signature February 1, 1983, and to other issues relating to their civil aviation relationship. As a result of these discussions, the Department of State proposes that Paragraph B in the Annex of such Air Transport Agreement be amended to read as follows:

"B. Airlines of Norway designated under the present Agreement are, except as otherwise specified below, accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in the United States specified in the following routes:

[1] EAS 482; TIAS 3015, 4072, 6025; 10 Bevans 553; 5 UST 1433; 9 UST 1009; 17 UST 736.
[2] TIAS 10786; supra 2199.

1. From Norway via intermediate points to (a) New York and (b) Chicago; in both directions. 1/
2. From Norway via Greenland to Seattle and Los Angeles; in both directions. 1/
3. From Norway to Anchorage, and beyond to Tokyo, Japan; in both directions; provided, however, that between Anchorage and Tokyo cargo may be carried on the lower deck only, and all-cargo services may not be provided.
4. From Norway to San Juan, Puerto Rico, and points beyond, with only blind sector rights between San Juan and points beyond; in both directions.

Note 1: The Government of Norway may select a single point, except Miami, in the contiguous 48 United States, to which its designated airlines may provide service on routes 1 or 2 in place of any one of New York, Chicago, Seattle, or Los Angeles. This right to change points in the United States may be exercised only once and not later than two years from the date on which this amendment to the agreement enters into force. This change will be exercised by notifying the Government of the United States through diplomatic channels of the new point to be selected and the point to be given up,

together with the date on which such change shall be effective. Any such change may not be reversed by either Norway or the United States."

If this proposal is agreeable to the Government of Norway, the Government of the United States of America will be pleased to consider this note and the reply of the Government of Norway concurring therein as constituting an amendment to the Air Transport Agreement, as amended, between the two Governments, which shall enter into force on the same day on which the Government of the United States receives written confirmation that Norway, Denmark, and Sweden have become parties to the U.S.-ECAC Memorandum of Understanding of December 17, 1982, opened for signature February 1, 1983.[1]

Department of State

Washington, August 2, 1983

[1] Notification from the Secretary of the European Civil Aviation Conference Oct. 14, 1983.

The Norwegian Embassy to the Department of State

ROYAL NORWEGIAN EMBASSY
WASHINGTON, D.C.

The Royal Norwegian Embassy hereby acknowledges receipt of the note of the Department of State of August 2, 1983, which reads as follows:

[For the text of the U.S. note, see pp. 2-4.]

In reply the Embassy has the honour to state that the Government of Norway accepts the proposal of the Government of the United States of America and agrees that the note of the Department and the present reply shall constitute an amendment to the Air Transport Agreement, as amended, between the two Governments, which shall enter into force on the same day on which the Government of the United States receives written confirmation that Norway, Denmark and Sweden have become parties to the U.S.-ECAC Memorandum of Understanding of December 17, 1982, opened for signature February 1, 1983.

Washington, D.C., August 2, 1983.

SWEDEN

Aviation: Transport Services

Agreement amending the agreement of December 16, 1944, as amended.
Effected by exchange of notes
Dated at Washington August 2, 1983;
Entered into force October 14, 1983.

The Department of State to the Swedish Embassy

The Department of State refers to the discussions that took place in Washington, D.C. from February 22 to February 26, 1983, between representatives of the Government of the United States of America and the Government of Sweden with respect to the Air Transport Agreement between the United States of America and Sweden, signed December 16, 1944, as amended,[1] and to the Memorandum of Understanding between the Government of the United States of America and members of the European Civil Aviation Conference, signed December 17, 1982[2] and opened for signature February 1, 1983, and to other issues relating to their civil aviation relationship. As a result of these discussions, the Department of State proposes that Paragraph B in the Annex of such Air Transport Agreement be amended to read as follows:

"B. Airlines of Sweden designated under the present Agreement are, except as otherwise specified below, accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in the United States specified in the following routes:

1. From Sweden via intermediate points to (a) New York and (b) Chicago; in both directions. 1/
2. From Sweden via Greenland to Seattle and Los Angeles; in both directions. 1/

[1] EAS 431; TIAS 3013, 4073, 6026; 11 Bevans 825; 5 UST 1411; 9 UST 1012; 17 UST 743.
[2] TIAS 10786; supra 2199.

3. From Sweden to Anchorage, and beyond to Tokyo, Japan; in both directions; provided, however, that between Anchorage and Tokyo cargo may be carried on the lower deck only, and all-cargo services may not be provided.

4. From Sweden to San Juan, Puerto Rico, and points beyond, with only blind sector rights between San Juan and points beyond; in both directions.

Note 1: The Government of Sweden may select a single point, except Miami, in the contiguous 48 United States, to which its designated airlines may provide service on routes 1 or 2 in place of any one of New York, Chicago, Seattle, or Los Angeles. This right to change points in the United States may be exercised only once and not later than two years from the date on which this amendment to the agreement enters into force. This change will be exercised by notifying the Government of the United States through diplomatic channels of the new point to be selected and the point to be given up, together with the date on which such change shall be effective. Any such change may not be reversed by either Sweden or the United States."

If this proposal is agreeable to the Government of Sweden, the Government of the United States of America will be pleased to consider this note and the reply of the Government of Sweden concurring therein as constituting an amendment to the Air Transport Agreement, as amended, between the two Governments, which shall enter into force on the same day on which the Government of the United States receives written confirmation that Sweden, Denmark, and Norway have become parties to the U.S.-ECAC Memorandum of Understanding of December 17, 1982, opened for signature February 1, 1983.[1]

Department of State

Washington, August 2, 1983

[1] Notification from the Secretary of the European Civil Aviation Conference Oct. 14, 1983.

The Swedish Embassy to the Department of State

SWEDISH EMBASSY

No. 126

The Swedish Embassy hereby acknowledges receipt of the note of the Department of State of August 2, 1983, which reads as follows:

[For the text of the U.S. note, see pp. 2280-2282.]

In reply the Embassy has the honor to state that the Government of Sweden accepts the proposal of the Government of the United States of America and agrees that the note of the Department and the present reply shall constitute an amendment to the Air Transport Agreement, as amended, between the two Governments, which shall enter into force on the same day on which the Government of the United States receives written confirmation that Sweden, Denmark and Norway have become parties of the U.S.-ECAC Memorandum of Understanding of December 17, 1982, opened for signature February 1, 1983.

Washington, August 2, 1983

Department of State

Washington

MULTILATERAL

Fisheries: Conservation of Salmon in the North Atlantic Ocean

Convention opened for signature at Reykjavik March 2, 1982;
Transmitted by the President of the United States of America to the Senate June 22, 1982 (Treaty Doc. No. 97–25, 97th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations August 13, 1982 (S. Ex. Rept. No. 97–58, 97th Cong., 2d Sess.);
Advice and consent to ratification by the Senate September 30, 1982;
Ratified by the President October 19, 1982;
Ratification of the United States of America deposited with the Council of the European Communities November 16, 1982;
Proclaimed by the President December 13, 1983;
Entered into force October 1, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention for the Conservation of Salmon in the North Atlantic Ocean was open for signature at Reykjavik from March 2 to August 31, 1982, and was signed on behalf of the United States of America on March 2, 1982, a certified copy of which is hereto annexed;

The Senate of the United States of America by its resolution of September 30, 1982, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The President of the United States of America ratified the Convention on October 19, 1982, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification of the Convention on November 16, 1982;

Pursuant to the provisions of Article 17, the Convention entered into force for the United States of America on October 1, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention, to the end that it be observed and fulfilled with good faith on and after October 1, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirteenth day of December in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

CONVENTION FOR THE CONSERVATION OF SALMON IN THE NORTH ATLANTIC OCEAN

THE PARTIES to this Convention,

RECOGNIZING that salmon originating in the rivers of different States intermingle in certain parts of the North Atlantic Ocean,

TAKING INTO ACCOUNT international law, the provisions on anadromous stocks of fish in the Draft Convention of the Third United Nations Conference on the Law of the Sea and other developments in international fora relating to anadromous stocks,

DESIRING to promote the acquisition, analysis and dissemination of scientific information pertaining to salmon stocks in the North Atlantic Ocean,

DESIRING to promote the conservation, restoration, enhancement and rational management of salmon stocks in the North Atlantic Ocean through international co-operation,

HAVE AGREED as follows:

ARTICLE 1

1. This Convention applies to the salmon stocks which migrate beyond areas of fisheries jurisdiction of coastal States of the Atlantic Ocean north of 36°N latitude throughout their migratory range.

2. Nothing in this Convention shall affect the rights, claims or views of any Party with regard to the limits or extent of jurisdiction over fisheries, nor shall it prejudice the views or positions of any Party with respect to the law of the sea.

ARTICLE 2

1. Fishing of salmon is prohibited beyond areas of fisheries jurisdiction of coastal States.

2. Within areas of fisheries jurisdiction of coastal States, fishing of salmon is prohibited beyond 12 nautical miles from the baselines from which the breadth of the territorial sea is measured, except in the following areas:

(a) in the West Greenland Commission area, up to 40 nautical miles from the baselines; and

(b) in the North-East Atlantic Commission area, within the area of fisheries jurisdiction of the Faroe Islands.

3. The Parties shall invite the attention of any State not a Party to this Convention to any matter relating to the activities of the vessels of that State which appears to affect adversely the conservation, restoration, enhancement or rational management of salmon stocks subject to this Convention or the implementation of the Convention.

ARTICLE 3

1. There is hereby established an international organization that shall be known as the North Atlantic Salmon Conservation Organization, hereinafter referred to as the "Organization".

2. The objective of the Organization shall be to contribute through consultation and co-operation to the conservation, restoration, enhancement and rational management of salmon stocks subject to this Convention, taking into account the best scientific evidence available to it.

3. The Organization shall consist of:

(a) a Council,

(b) three regional Commissions:

- a North American Commission,
- a West Greenland Commission and
- a North-East Atlantic Commission, and

(c) a Secretary.

4. The areas of the Commissions shall be as follows:

(a) North American Commission: maritime waters within areas of fisheries jurisdiction of coastal States off the east coast of North America;

(b) West Greenland Commission: maritime waters within the area of fisheries jurisdiction off the coast of West Greenland west of a line drawn along 44°W longitude south to 59°N latitude, thence due east to 42°W longitude and thence due south; and

(c) North-East Atlantic Commission: maritime waters east of the line referred to in subparagraph (b).

5. The Organization shall have legal personality and shall enjoy in the territories of the Parties and in its relations with other international organizations such legal capacity as may be necessary to perform its functions and achieve its ends. The immunities and privileges which the Organization, its officers and staff and

representatives of the Parties shall enjoy in the territory of a State shall be subject to agreement between the Organization and the State concerned.

6. The official languages of the Organization shall be English and French.

7. The office of the Organization shall be at Edinburgh or at such other place as the Council may decide.

ARTICLE 4

1. The functions of the Council shall be:

(a) to provide a forum for the study, analysis and exchange of information among the Parties on matters concerning the salmon stocks subject to this Convention, and on the achievement of the objective of the Convention;

(b) to provide a forum for consultation and co-operation on matters concerning the salmon stocks in the North Atlantic Ocean beyond Commission areas;

(c) to facilitate the co-ordination of the activities of the Commissions and to co-ordinate the initiatives of the Parties under article 2, paragraph 3;

(d) to establish working arrangements with the International Council for the Exploration of the Sea [1] and other appropriate fisheries and scientific organizations;

(e) to make recommendations to the Parties, the International Council for the Exploration of the Sea or other appropriate fisheries and scientific organizations concerning the undertaking of scientific research;

(f) to supervise and co-ordinate the administrative, financial and other internal affairs of the Organization, including the relations among its constituent bodies;

(g) to co-ordinate the external relations of the Organization; and

(h) to perform such other functions as are conferred on it by this Convention.

2. The Council shall have the authority to make recommendations to the Parties and the Commissions on matters concerning salmon stocks subject to this Convention, including the enforcement of laws and regulations, provided that no recommendation shall be made concerning the management of salmon harvests within the area of fisheries jurisdiction of a Party.

3. Notwithstanding paragraph 2, upon the specific request of a Commission, the Council shall have the authority to make recommendations to that Commission on regulatory measures which the Commission may propose pursuant to this Convention.

[1] Done Sept. 12, 1964. TIAS 7628; 24 UST 1080.

ARTICLE 5

1. Each Party shall be a member of the Council and may appoint to the Council not more than three representatives who may be accompanied at its meetings by experts and advisers.

2. The Council shall elect a President and Vice-President who shall serve for two years. They shall be eligible for re-election, provided that they not serve for more than four years in succession in each office. The President and Vice-President shall not be representatives of the same Party.

3. The President of the Council shall be the principal representative of the Organization.

4. The President shall convene a regular annual meeting of the Council and the Commissions at a time and place determined by the Council.

5. Upon the request of a Party with the concurrence of another Party the President shall call meetings of the Council other than annual meetings at such time and place as the President may determine.

6. The Council shall submit to the Parties an annual report of the activities of the Organization.

ARTICLE 6

1. The Council shall adopt its rules of procedure.

2. Each member of the Council shall have one vote in its proceedings.

3. Except where otherwise provided, decisions of the Council shall be taken by a three-quarters majority of the votes of the members present and casting an affirmative or negative vote. No vote shall be taken unless two thirds of the members are present.

ARTICLE 7

1. The functions of the North American Commission with regard to its area shall be:

(a) to provide a forum for consultation and co-operation between the members:

(i) on matters related to minimizing catches in the area of fisheries jurisdiction of one member of salmon originating in the rivers of another Party, and

(ii) in cases where activities undertaken or proposed by one member affect salmon originating in the rivers of the other member because, for example, of biological interactions;

(b) to propose regulatory measures for salmon fisheries under the jurisdiction of a member which harvest amounts of salmon significant to the other member in whose rivers that salmon originates, in order to minimize such harvests;

(c) to propose regulatory measures for salmon fisheries under the jurisdiction of a member which harvest amounts of salmon significant to another Party in whose rivers that salmon originates; and

(d) to make recommendations to the Council concerning the undertaking of scientific research.

2. Each member shall, with respect to its vessels and the area under its fisheries jurisdiction, take the measures necessary to minimize by-catches of salmon originating in the rivers of the other member.

3. Fishing patterns in salmon fisheries in the North American Commission area shall not be altered in a manner which results in the initiation of fishing or increase in catches of salmon originating in the rivers of another Party, except with the consent of the latter.

ARTICLE 8

The functions of the West Greenland Commission and the North-East Atlantic Commission with regard to their respective areas shall be:

(a) to provide a forum for consultation and co-operation among the members concerning the conservation, restoration, enhancement and rational management of salmon stocks subject to this Convention;

(b) to propose regulatory measures for fishing in the area of fisheries jurisdiction of a member of salmon originating in the rivers of other Parties; and

(c) to make recommendations to the Council concerning the undertaking of scientific research.

ARTICLE 9

In exercising the functions set out in articles 7 and 8, a Commission shall take into account:

(a) the best available information, including advice from the International Council for the Exploration of the Sea and other appropriate scientific organizations;

(b) measures taken and other factors, both inside and outside the Commission area, that affect the salmon stocks concerned;

(c) the efforts of States of origin to implement and enforce measures for the conservation, restoration, enhancement and rational management of salmon stocks in their rivers and areas of fisheries jurisdiction, including measures referred to in article 15, paragraph 5 (b);

(d) the extent to which the salmon stocks concerned feed in the areas of fisheries jurisdiction of the respective Parties;

(e) the relative effects of harvesting salmon at different stages of their migration routes;

(f) the contribution of Parties other than States of origin to the conservation of salmon stocks which migrate into their areas of fisheries jurisdiction by limiting their catches of such stocks or by other measures; and

(g) the interests of communities which are particularly dependent on salmon fisheries.

ARTICLE 10

1. The Parties shall be members of the Commissions as follows:

(a) North American Commission: Canada and the United States of America;

(b) West Greenland Commission: Canada, the European Economic Community and the United States of America;

(c) North-East Atlantic Commission: Denmark in respect of the Faroe Islands, the European Economic Community, Iceland, Norway and Sweden.

2. At its first meeting the Council shall review and may by unanimous vote modify the membership of the West Greenland Commission.

3. A Party not mentioned in paragraph 1 (b) may, at its request and upon the unanimous decision of the Council, become a member of the West Greenland Commission or the North-East Atlantic Commission if it is a State of origin for significant quantities of salmon occurring in the respective Commission area or if it exercises fisheries jurisdiction in that area.

4. Parties may participate as observers in the deliberations of a Commission of which they are not members.

5. Each member may appoint to a Commission not more than three representatives who may be accompanied at its meetings by experts and advisers.

6. Each Commission shall elect a Chairman and Vice-Chairman who shall serve for two years. They shall be eligible for re-election, provided that they not serve for more than four years in succession in each office. The Chairman and Vice-Chairman shall not be representatives of the same member.

7. Upon the request of a member of a Commission with the concurrence of another member the Chairman shall call meetings of the Commission other than annual meetings at such time and place as the Chairman may determine.

8. Each Commission shall, on a timely basis, make a report of its activities to the Council.

ARTICLE 11

1. Each Commission shall adopt its rules of procedure.

2. Each member of a Commission shall have one vote in its proceedings. In addition, in the case of the North American Commission, the European Economic Community shall have the right to submit and vote on proposals for regulatory measures concerning salmon stocks originating in the territories referred to in article 18. In the case of the North-East Atlantic Commission, Canada and the United States of America shall each have the right to submit and vote on proposals for regulatory measures concerning salmon stocks originating in the rivers of Canada or the United States of America, respectively, and occurring off East Greenland.

3. Decisions of a Commission shall be taken by the unanimous vote of those present and casting an affirmative or negative vote. No vote shall be taken unless two thirds of those entitled to vote on the matter concerned are present.

ARTICLE 12

1. The Council shall appoint a Secretary, who shall be the chief administrative officer of the Organization.

2. The functions of the Secretary shall be:

(a) to provide administrative services to the Organization;

(b) to compile and disseminate statistics and reports concerning the salmon stocks subject to this Convention; and

(c) to perform such functions as follow from other provisions of this Convention or as the Council may determine.

3. The Council shall determine the conditions of employment of the Secretary and staff.

4. The Secretary shall appoint the staff in accordance with staffing requirements approved by the Council. The staff shall be responsible to the Secretary, subject to the general supervision of the Council.

ARTICLE 13

1. The Secretary shall, without undue delay, notify the members of a Commission of any regulatory measure proposed by that Commission.

2. Subject to paragraph 3, a regulatory measure proposed by a Commission under article 7, paragraph 1(b) or (c), or article 8, sub-paragraph (b), shall become binding on its members 60 days after the date specified in the Secretary's notification or, if a later date is determined by the Commission, on such date.

3. Any member in whose area of fisheries jurisdiction a regulatory measure would apply may, within 60 days of the date specified in the Secretary's notification, lodge an objection to it. In this case the regulatory measure shall not become binding on any member. A member which has lodged an objection may at any time withdraw it. Thirty days after all objections are withdrawn the regulatory measure shall become binding, subject to paragraph 2.

4. After the expiration of one year from the date on which a regulatory measure becomes binding, any member in whose area of fisheries jurisdiction the regulatory measure applies may denounce it by written notice to the Secretary. The Secretary shall immediately inform the other members of such denunciation. The regulatory measure shall cease to be binding on all members 60 days after the date of receipt by the Secretary of the notice of denunciation or, if a later date is indicated by the member, on such date.

5. A Commission may propose an emergency regulatory measure having effect prior to the expiration of the 60-day period referred to in paragraph 2. The members shall make best efforts to implement the measure, unless there is an objection by a member within 30 days after the Commission has proposed it.

ARTICLE 14

1. Each Party shall ensure that such action is taken, including the imposition of adequate penalties for violations, as may be necessary to make effective the provisions of this Convention and to implement regulatory measures which become binding on it under article 13.

2. Each Party shall transmit to the Council an annual statement of the actions taken pursuant to paragraph 1. Such statement shall be sent to the Secretary not later than 60 days before the annual meeting of the Council.

ARTICLE 15

1. Each Party shall provide to the Council available catch statistics for salmon stocks subject to this Convention taken in its rivers and area of fisheries jurisdiction at such intervals as the Council may determine.

2. Each Party shall compile and provide to the Council such other statistics for salmon stocks subject to this Convention in its rivers and area of fisheries jurisdiction as required by the Council. The Council shall decide by unanimous vote the scope and form of such statistics and the intervals at which they shall be provided.

3. Each Party shall provide the Council with any other available scientific and statistical information which it requires for the purposes of this Convention.

4. Upon the request of the Council each Party shall provide to the Council copies of laws, regulations and programmes in force or, where appropriate, summaries thereof, relating to the conservation, restoration, enhancement and rational management of salmon stocks subject to this Convention in its rivers and area of fisheries jurisdiction.

5. Each year each Party shall notify the Council of:

(a) the adoption or repeal since its last notification of laws, regulations and programmes relating to the conservation, restoration, enhancement and rational management of salmon stocks subject to this Convention in its rivers and area of fisheries jurisdiction;

(b) any commitments by the responsible authorities concerning the adoption or maintenance in force for specified periods of time within its territory or area of fisheries jurisdiction of measures relating to the conservation, restoration, enhancement and rational management of salmon stocks subject to this Convention; and

(c) factors within its territory and area of fisheries jurisdiction which may significantly affect the abundance of salmon stocks subject to this Convention.

6. The notifications referred to in paragraph 5 (a) shall be sent to the Secretary not later than 60 days before the annual meeting of the Council. The notifications referred to in paragraph 5 (b) and (c) shall be sent to the Secretary as soon as practicable.

ARTICLE 16

1. The Council shall adopt an annual budget for the Organization. The Secretary shall transmit a draft budget to the Parties, together with a schedule of contributions, not later than 60 days before the meeting of the Council at which the budget is to be considered.

2. The Council shall determine the annual contribution of each Party according to the following formula:

(a) 30% of the budget shall be divided equally among the Parties; and

(b) 70% of the budget shall be divided among the Parties in proportion to their nominal catches of salmon subject to this Convention in the calendar year ending not more than 18 months and not less than 6 months before the beginning of the financial year.

3. The Secretary shall notify each Party of its contribution. Contributions shall be paid not later than four months after the date of such notification.

4. Contributions shall be payable in the currency of the State in which the office of the Organization is located, unless the Council decides otherwise.

5. The contribution of a Party for which this Convention has entered into force during the course of a financial year shall for that year be a part of the annual contribution proportional to the number of complete months remaining in the year from the date of entry into force for that Party.

6. A Party which has not paid its contributions for two consecutive years shall not be entitled to vote under this Convention until it has fulfilled its obligations, unless the Council decides otherwise.

7. The financial affairs of the Organization shall be audited annually by external auditors to be selected by the Council.

ARTICLE 17

1. This Convention shall be open for signature at Reykjavík from 2 March to 31 August 1982 by Canada, Denmark in respect of the Faroe Islands, the European Economic Community, Iceland, Norway, Sweden and the United States of America.

2. This Convention shall be subject to ratification or approval.

3. This Convention shall be open for accession by the parties referred to in paragraph 1 and, subject to the approval of the Council, by any other State that exercises fisheries jurisdiction in the North Atlantic Ocean or is a State of origin for salmon stocks subject to this Convention.

4. Instruments of ratification, approval or accession shall be deposited with the Depositary.

5. This Convention shall enter into force on the first day of the month following the deposit of instruments of ratification, approval or accession by four Parties, provided that among the four Parties are two members of each Commission and that at least one of the two members of each Commission exercises fisheries jurisdiction in the Commission area.

6. For each Party ratifying, approving or acceding to this Convention after the deposit of the requisite instruments of ratification, approval or accession under paragraph 5, it shall enter into force on the date of entry into force of the Convention or on the date of deposit of the instrument of ratification, approval or accession, whichever is the later.

7. The Depositary shall inform the signatories and acceding Parties of the deposit of all instruments of ratification, approval and accession and shall notify the signatories and acceding parties of the date and the Parties in respect of which Convention enters into force.

8. The Depositary shall call the first meeting of the Council and the Commissions as soon as practicable after the entry into force of this Convention.

ARTICLE 18

This Convention shall apply, insofar as the European Economic Community is concerned, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty.

ARTICLE 19

1. Any Party may propose amendments to this Convention to be considered by the Council. A proposed amendment shall be sent to the Secretary not later than 90 days before the meeting at which it is proposed to be considered. The Secretary shall immediately transmit the proposed amendment to the Parties.

2. The adoption of an amendment by the Council shall require the unanimous vote of the Parties present and casting an affirmative or negative vote. The text of an amendment so adopted shall be transmitted by the Secretary to the Depositary which shall immediately notify the Parties thereof.

3. An amendment shall enter into force for all Parties 30 days after the date specified in the notification by the Depositary of receipt from all Parties of instruments of ratification or approval.

4. A Party which becomes bound by this Convention after an amendment has entered into force in accordance with paragraph 3 shall be considered as a Party to the Convention as amended.

5. The Depositary shall immediately notify all Parties of the receipt of instruments of ratification or approval and the entry into force of amendments.

ARTICLE 20

1. Any Party may denounce this Convention with effect from 31 December of any year by giving notice to the Depositary on or before the preceding 30 June. The Depositary shall immediately inform the other Parties of such denunciation.

2. Any other Party may denounce this Convention with effect from the same 31 December by giving notice to the Depositary within 30 days of the date on which the Depositary informed the Parties of a denunciation under paragraph 1.

ARTICLE 21

1. The original of this Convention shall be deposited with the Council of the European Communities, referred to in the Convention as the "Depositary", which shall transmit certified copies thereof to all signatories and acceding Parties.

2. The Depositary shall register this Convention in accordance with article 102 of the Charter of the United Nations.[1]

[1] TS 993; 59 Stat. 1053; 3 Bevans 1176.

CONVENTION POUR LA CONSERVATION
DU SAUMON DANS L'ATLANTIQUE NORD

LES PARTIES à la présente Convention,

RECONNAISSANT que les saumons originaires des cours d'eau de différents Etats se mélangent dans certaines parties de l'Atlantique Nord,

PRENANT EN CONSIDERATION le droit international, les dispositions relatives aux stocks de poissons anadromes figurant dans le projet de convention de la troisième conférence des Nations unies sur le droit de la mer, ainsi que d'autres éléments nouveaux intervenus dans les instances internationales en ce qui concerne les stocks de poissons anadromes,

DESIRANT promouvoir la collecte, l'analyse et la diffusion d'informations scientifiques concernant les stocks de saumon dans l'Atlantique Nord,

DESIRANT promouvoir la conservation, la restauration, l'accroissement et la gestion rationnelle des stocka de saumon dans l'Atlantique Nord grâce à la coopération internationale,

SONT CONVENUES DE CE QUI SUIT :

ARTICLE 1

1. La présente Convention a'applique aux stocks de saumon qui migrent au-delà des zones de juridiction de pêche des Etats côtiers de l'océan Atlantique au nord de 36° de latitude nord, tout au long de leur parcours migratoire.

2. Aucune disposition de la présente Convention ne porte atteinte aux droits, prétentions ou vues d'une Partie en ce qui concerne les limites ou l'étendue de la juridiction en matière de pêche, ni ne préjuge des vues ou positions d'une Partie en ce qui concerne le droit de la mer.

ARTICLE 2

1. La pêche du saumon est interdite au-delà des limites des zones de juridiction de pêche des Etats côtiers.

2. A l'intérieur dea zones de juridiction de pêche des Etats côtiers, la pêche du saumon est interdite au-delà de 12 millea marins des lignes de base à partir desquelles la largeur de la mer territoriale est mesurée, sauf en ce qui concerne les zones suivantea :

a) dans la zone relevant de la compétence de la Commission du Groenland occidental, jusqu'à 40 milles marins à partir des lignes de base ; et

b) dans la zone relevant de la compétence de la Commission de l'Atlantique du Nord-Est, à l'intérieur de la zone de juridiction de pêche des Iles Féroé.

3. Les Parties appelleront l'attention de tout Etat qui n'est pas Partie à la présente Convention sur toute question concernant les activités des navires de cet Etat qui paraissent porter préjudice à la conservation, à la restauration, à l'accroissement ou à la gestion rationnelle des stocks de saumon faisant l'objet de la présente Convention ou encore à la mise en oeuvre de la présente Convention.

ARTICLE 3

1. Il est institué par les présentes une organisation internationale appelée "Organisation pour la conservation du saumon de l'Atlantique Nord", ci-après dénommée "l'Organisation".

2. L'Organisation a pour objectif de contribuer, par la voie de la consultation et de la coopération, à la conservation, à la restauration, à l'accroissement et à la gestion rationnelle des stocks de saumon faisant l'objet de la présente Convention, en tenant compte des meilleures informations scientifiques disponibles.

3. L'Organisation est composée :

a) d'un Conseil,

b) de trois Commissions régionales :

- une Commission nord-américaine,
- une Commission du Groenland occidental et
- une Commission de l'Atlantique du Nord-Est, et

c) d'un Secrétaire.

4. Les zones relevant de la compétence des Commissions sont définies comme suit :

a) Commission nord-américaine : les eaux maritimes situées à l'intérieur des zones de juridiction de pêche des Etats côtiers, au large de la côte est de l'Amérique du Nord ;

b) Commission du Groenland occidental : les eaux maritimes situées à l'intérieur de la zone de juridiction de pêche au large de la côte du Groenland occidental, à l'ouest d'une ligne tracée le long de 44° longitude ouest vers le sud jusqu'à 59° latitude nord, de là plein est jusqu'à 42° longitude ouest et, ensuite, plein sud ; et

c) Commission de l'Atlantique du Nord-Est : les eaux maritimes situées à l'est de la ligne visée à l'alinéa b).

5. L'Organisation est dotée de la personnalité juridique et jouit, sur le territoire des Parties et dans ses relations avec d'autres organisations internationales, de la capacité juridique nécessaire à l'exercice de ses fonctions et à la réalisation de ses objectifs. Les immunités et privilèges dont

l'Organisation, ses fonctionnaires et son personnel ainsi que les représentants des Parties bénéficient sur le territoire d'un Etat font l'objet d'un accord entre l'Organisation et l'Etat concerné.

6. Les langues officielles de l'Organisation sont l'anglais et le français.

7. L'Organisation a son siège à Edimbourg ou en tout autre lieu décidé par le Conseil.

ARTICLE 4

1. Le Conseil exerce les fonctions suivantes :

a) il constitue une instance pour l'étude, l'analyse et l'échange d'informations entre les Parties sur les questions concernant les stocks de saumon faisant l'objet de la présente Convention et sur la réalisation de l'objectif de la Convention ;

b) il constitue une instance pour la consultation et la coopération au sujet de questions concernant les stocks de saumon de l'Atlantique Nord se trouvant au-delà des limites des zones relevant de la compétence des Commissions ;

c) il facilite la coordination des activités des Commissions et coordonne les initiatives prises par les Parties en application de l'article 2 paragraphe 3 ;

d) il fixe des modalités de collaboration avec le Conseil international pour l'exploration de la mer et avec d'autres organisations compétentes en matière scientifique et en matière de pêche ;

e) il fait des recommandations aux Parties, au Conseil international pour l'exploration de la mer et à d'autres organisations compétentes en matière scientifique et en matière de pêche, au sujet de projets de recherche scientifique ;

f) il supervise et coordonne les activités administratives, les activités financières et les autres activités internes de l'Organisation, y compris les relations entre ses organes constitutifs ;

g) il coordonne les relations extérieures de l'Organisation ;

h) il exerce toutes autres fonctions qui lui sont conférées par la présente Convention.

2. Le Conseil est habilité à faire des recommandations aux Parties et aux Commissions sur les questions relatives aux stocks de saumon faisant l'objet de la présente Convention, y compris la mise en application des lois et règlements, sous réserve qu'aucune recommandation ne soit faite au sujet de la gestion de la pêche du saumon à l'intérieur de la zone de juridiction de pêche d'une des Parties.

3. Nonobstant le paragraphe 2, le Conseil peut, à la demande expresse d'une Commission, faire des recommandations à cette Commission au sujet de mesures de réglementation que la Commission peut proposer en vertu de la présente Convention.

ARTICLE 5

1. Chacune des Parties est membre du Conseil et peut y désigner trois représentants au plus qui peuvent être accompagnés, lors des sessions, d'experts et de conseillers.

2. Le Conseil élit un président et un vice-président dont le mandat est de deux ans. Ce mandat peut être renouvelé sous réserve qu'il n'excède pas une durée de quatre ans consécutifs dans chacune des fonctions. Le président et le vice-président ne peuvent être les représentants d'une même Partie.

3. Le président du Conseil est le principal représentant de l'Organisation.

4. Le président convoque chaque année une session ordinaire du Conseil ainsi que des Commissions, aux dates et lieux fixés par le Conseil.

5. A la demande d'une Partie, appuyée par une autre Partie, le président convoque des sessions du conseil autres que les sessions annuelles et en fixe les lieux et dates.

6. Le Conseil soumet aux Parties un rapport annuel sur les activités de l'Organisation.

ARTICLE 6

1. Le Conseil adopte son règlement intérieur.

2. Chaque membre du Conseil dispose d'une voix.

3. Sauf disposition contraire, les décisions du Conseil sont prises à la majorité des trois quarts des voix des membres présents et votant par l'affirmative ou par la négative. Il n'est procédé à aucun vote si les deux tiers des membres ne sont pas présents.

ARTICLE 7

1. Les fonctions de la Commission nord-américaine en ce qui concerne sa zone sont les suivantes :

a) elle constitue une instance pour la consultation et la coopération entre les membres :

i) sur les questions liées à la plus grande réduction possible des captures, dans la zone de juridiction de pêche d'un membre, de saumon originaire des cours d'eau d'une autre Partie, et

ii) dans les cas où les activités entreprises ou envisagées par un membre ont une incidence sur le saumon originaire des cours d'eau de l'autre membre, en raison notamment d'interactions biologiques ;

b) elle propose des mesures de réglementation pour les pêcheries de saumon qui relèvent de la juridiction d'un membre et qui capturent des quantités de saumon qui sont importantes pour l'autre membre dans les cours d'eau duquel ce saumon trouve son origine, dans le but de réduire le plus possible ces captures ;

c) elle propose des mesures de réglementation pour les pêcheries de saumon qui relèvent de la juridiction d'un membre et qui capturent des quantités de saumon qui sont importantes pour une autre Partie dans les cours d'eau de laquelle ce saumon trouve son origine ; et

d) elle fait des recommandations au Conseil au sujet de projets de recherche scientifique.

2. Chaque membre prend, en ce qui concerne ses navires et sa zone de juridiction de pêche, les mesures nécessaires pour réduire le plus possible les prises accessoires de saumon originaire des cours d'eau de l'autre membre.

3. Les structures de la pêche du saumon dans la zone de la Commission nord-américaine ne seront pas modifiées d'une manière se traduisant par le démarrage d'activités de pêche ou l'accroissement des captures en ce qui concerne le saumon originaire des cours d'eau d'une autre Partie, sauf consentement de celle-ci.

ARTICLE 8

Les fonctions de la Commission du Groenland occidental et de la Commission de l'Atlantique du Nord-Est en ce qui concerne leur zone respective sont les suivantes :

a) elles constituent une instance pour la consultation et la coopération entre les membres en vue de la conservation, de la restauration, de l'accroissement et de la gestion rationnelle des stocks de saumon faisant l'objet de la présente Convention ;

b) elles proposent des mesures de réglementation concernant la pêche, dans la zone de juridiction de pêche d'un membre, de saumon originaire des cours d'eau d'autres Parties ; et

c) elles font des recommandations au Conseil au sujet de projets de recherche scientifique.

ARTICLE 9

Lorsqu'elle exerce les fonctions définies aux articles 7 et 8, une Commission doit tenir compte des éléments suivants :

a) les meilleures informations disponibles, y compris l'avis du Conseil international pour l'exploration de la mer et d'autres organisations scientifiques compétentes ;

b) les mesures prises et d'autres facteurs, tant à l'intérieur qu'à l'extérieur de la zone relevant de la compétence de la Commission, qui ont une incidence sur les stocks de saumon concernés ;

c) les efforts déployés par les Etats d'origine en vue de mettre en oeuvre et de faire respecter les mesures de conservation, de restauration, d'accroissement et de gestion rationnelle des stocks de saumon dans leurs cours d'eau et dans leurs zones de juridiction de pêche, y compris les mesures visées à l'article 15 paragraphe 5 ;

d) la mesure dans laquelle les stocks de saumon concernés s'alimentent dans les zones de juridiction de pêche des Parties en cause ;

e) l'incidence relative de la pêche du saumon à différentes étapes de sa migration ;

f) la contribution des Parties autres que les Etats d'origine à la conservation des stocks de saumon migrant dans leurs zones de juridiction de pêche, en limitant leurs captures de ces stocks ou par d'autres mesures ; et

g) les intérêts des communautés qui sont particulièrement tributaires de la pêche du saumon.

ARTICLE 10

1. Les Parties sont membres des Commissions comme indiqué ci-après :

a) Commission nord-américaine : Canada et Etats-Unis d'Amérique ;

b) Commission du Groenland occidental : Canada, Communauté économique européenne et Etats-Unis d'Amérique ;

c) Commission de l'Atlantique du Nord-Est : Danemark pour les Iles Féroé, Communauté économique européenne, Islande, Norvège et Suède.

2. Lors de sa première session, le Conseil réexamine la composition de la Commission du Groenland occidental et peut modifier cette composition par une décision prise à l'unanimité.

3. Une Partie non mentionnée au paragraphe 1 b) peut, à sa demande et sur décision unanime du Conseil, devenir membre de la Commission du Groenland occidental ou de la Commission de l'Atlantique du Nord-Est si elle est un Etat d'origine de quantités importantes de saumon se trouvant dans la zone relevant de la compétence de la Commission concernée ou si elle exerce dans cette zone une juridiction de pêche.

4. Les Parties peuvent participer en qualité d'observateurs aux délibérations d'une Commission dont elles ne sont pas membres.

5. Chaque membre désigne, au sein d'une Commission, trois représentants au plus qui peuvent être accompagnés, lors des sessions, d'experts et de conseillers.

6. Chaque Commission élit un président et un vice-président dont le mandat est de deux ans. Ce mandat peut être renouvelé sous réserve qu'il n'excède pas une durée de quatre ans consécutifs dans chacune des fonctions. Le président et le vice-président ne peuvent être les représentants d'un même membre.

7. A la demande d'un membre de la Commission, appuyée par un autre membre, le président convoque des sessions de la Commission autres que les sessions annuelles et en fixe les lieux et dates.

8. Chaque Commission transmet périodiquement un rapport d'activité au Conseil.

ARTICLE 11

1. Chaque Commission adopte son règlement intérieur.

2. Chaque membre d'une Commission dispose d'une voix. En outre, dans le cas de la Commission nord-américaine, la Communauté économique européenne jouit d'un droit de présentation et du droit de vote pour les propositions de mesures de réglementation concernant les stocks de saumon originaires des territoires visés à l'article 18. Dans le cas de la Commission de l'Atlantique du Nord-est, le Canada et les Etats-Unis d'Amérique jouissent chacun d'un droit de présentation et du droit de vote pour les propositions de mesures de réglementation concernant les stocks de saumon originaires respectivement des cours d'eau du Canada ou des Etats-Unis d'Amérique et se trouvant au large du Groenland oriental.

3. Les décisions d'une Commission sont prises à l'unanimité de ceux qui sont présents et qui votent par l'affirmative ou par la négative. Il n'est procédé à aucun vote si les deux tiers de ceux qui ont un droit de vote sur la question en cause ne sont pas présents.

ARTICLE 12

1. Le Conseil nomme un Secrétaire, qui est le plus haut fonctionnaire de l'Organisation.

2. Les fonctions du Secrétaire sont les suivantes :

a) il assure les services administratifs de l'Organisation ;

b) il établit et diffuse des statistiques et rapports concernant les stocks de saumon faisant l'objet de la présente Convention ; et

c) il exerce les fonctions qui découlent d'autres dispositions de la présente Convention ou qui peuvent lui être assignées par le Conseil.

3. Le Conseil fixe le statut du Secrétaire et du personnel.

4. Le Secrétaire nomme le personnel en fonction des besoins approuvés par le Conseil. Le personnel est responsable devant le Secrétaire et placé sous le contrôle général du Conseil.

ARTICLE 13

1. Le Secrétaire notifie sans retard aux membres d'une Commission toute mesure de réglementation proposée par cette Commission.

2. Sous réserve du paragraphe 3, une mesure de réglementation proposée par une Commission conformément à l'article 7 paragraphe 1 b) ou c), ou à l'article 8 b), devient obligatoire pour ses membres 60 jours après la date indiquée dans la notification du Secrétaire ou à toute date ultérieure qui pourrait être fixée par la Commission.

3. Tout membre dans la zone de juridiction de pêche duquel une mesure de réglementation s'appliquerait peut formuler une objection à l'encontre de cette mesure dans un délai de 60 jours à compter de la date indiquée dans la notification du Secrétaire. Dans ce cas, la mesure de réglementation ne devient obligatoire pour aucun membre. Un membre qui a formulé une objection peut à tout moment la retirer. Sous réserve du paragraphe 2, la mesure devient obligatoire 30 jours après le retrait de toutes les objections.

4. Un an après la date à laquelle une mesure de réglementation est devenue obligatoire, tout membre dans la zone de juridiction de pêche duquel cette mesure s'applique peut la dénoncer par notification écrite au Secrétaire. Le Secrétaire informe immédiatement les autres membres d'une telle dénonciation. La mesure de réglementation n'est plus obligatoire pour aucun membre 60 jours après la date de réception par le Secrétaire de la notification de dénonciation ou à toute autre date ultérieure qui pourrait être indiquée par le membre.

5. Une Commission peut proposer une mesure de réglementation d'urgence prenant effet avant l'expiration du délai de 60 jours visé au paragraphe 2. Les membres déploient un maximum d'efforts pour appliquer la mesure, sauf si un membre a formulé une objection dans un délai de 30 jours à compter de la date à laquelle cette mesure a été proposée par la Commission.

ARTICLE 14

1. Chaque Partie veille à ce que soient prises les mesures nécessaires, y compris l'imposition de sanctions adéquates en cas d'infraction, pour donner effet aux dispositions de la présente Convention et appliquer les mesures de réglementation qui prennent un caractère obligatoire pour elle aux termes de l'article 13.

2. Chaque Partie transmet au Conseil un compte rendu annuel des mesures prises en vertu du paragraphe 1. Ce compte rendu est adressé au Secrétaire au plus tard 60 jours avant la date de la session annuelle du Conseil.

ARTICLE 15

1. Chaque Partie fournit au Conseil les statistiques de captures dont elle dispose en ce qui concerne les stocks de saumon faisant l'objet de la présente Convention capturés dans ses cours d'eau et dans sa zone de juridiction de pêche, aux intervalles fixés par le Conseil.

2. Chaque Partie établit et fournit au Conseil toutes autres statistiques demandées par celui-ci en ce qui concerne les stocks de saumon faisant l'objet de la présente Convention et se trouvant dans ses cours d'eau et dans sa zone de juridiction de pêche. Le Conseil décide à l'unanimité de la portée et de la forme de ces statistiques, ainsi que des intervalles auxquels elles doivent être fournies.

3. Chaque Partie transmet au Conseil toutes autres informations scientifiques et statistiques disponibles que celui-ci pourrait demander aux fins de la présente Convention.

4. A la demande du Conseil, chaque Partie transmet à celui-ci des copies des lois, règlements et programmes en vigueur ou, le cas échéant, des résumés de ceux-ci, concernant la conservation, la restauration, l'accroissement et la gestion rationnelle des stocks de saumon faisant l'objet de la présente Convention et se trouvant dans ses cours d'eau et dans sa zone de juridiction de pêche.

5. Chaque année, chacune des Parties notifie au Conseil :

a) l'adoption ou l'abrogation, depuis la dernière notification, des lois, règlements et programmes concernant la conservation, la restauration, l'accroissement et la gestion rationnelle des stocks de saumon faisant l'objet de la présente Convention et se trouvant dans ses cours d'eau et dans sa zone de juridiction de pêche ;

b) tout engagement pris par les autorités responsables en ce qui concerne l'adoption ou le maintien en vigueur, pour des périodes déterminées, sur son territoire ou dans sa zone de juridiction de pêche, de mesures relatives à la conservation, à la restauration, à l'accroissement et à la gestion rationnelle des stocks de saumon faisant l'objet de la présente Convention ; et

c) les facteurs intervenant sur son territoire et dans sa zone de juridiction de pêche qui sont de nature à influer de façon significative sur l'importance des stocks de saumon faisant l'objet de la présente Convention.

6. Les notifications visées au paragraphe 5 a) sont faites au Secrétaire 60 jours au plus tard avant la date de la session annuelle du Conseil. Les notifications visées au paragraphe 5 b) et c) sont faites au Secrétaire dans les meilleurs délais.

ARTICLE 16

1. Le Conseil adopte le budget annuel de l'Organisation. Le Secrétaire transmet aux parties un projet de budget accompagné d'un barème des contributions au plus tard 60 jours avant la date de la session du Conseil au cours de laquelle le budget doit être examiné.

2. Le Conseil fixe la contribution annuelle de chaque Partie conformement à la formule suivante :

a) 30 % du budget à diviser également entre les Parties, et

b) 70 % du budget à diviser entre les Parties proportionnellement à leurs captures nominales de saumon faisant l'objet de la présente Convention au cours de l'année civile qui se termine 18 mois au plus et 6 mois au moins avant le début de l'exercice financier.

3. Le Secrétaire notifie à chaque Partie sa contribution. Les contributions sont payées au plus tard 4 mois après la date de la notification.

4. Sauf décision contraire du Conseil, les contributions sont payables dans la monnaie de l'Etat dans lequel l'Organisation a son siège.

5. La contribution d'une Partie pour laquelle la présente Convention est entrée en vigueur dans le courant d'un exercice financier s'élève, pour cet exercice, à une partie de la contribution annuelle proportionnelle au nombre de mois complets de cet exercice qui restent à courir à compter de la date d'entrée en vigueur pour la Partie concernée.

6. Une Partie qui, durant deux années consécutives, n'a pas payé sa contribution, est privée de son droit de vote dans le cadre de la présente Convention jusqu'à ce qu'elle ait rempli ses obligations, sauf décision contraire du Conseil.

7. Les comptes de l'Organisation font l'objet d'une vérification annuelle de la part de commissaires aux comptes choisis à l'extérieur par le Conseil.

ARTICLE 17

1. La présente Convention est ouverte à Reykjavik, du 2 mars au 31 août 1982, à la signature du Canada, du Danemark pour les Iles Féroé, de la Communauté économique européenne, de l'Islande, de la Norvège, de la Suède et des Etats-Unis d'Amérique.

2. La présente Convention est soumise à ratification ou à approbation.

3. La présente Convention est ouverte à l'adhésion des Parties visées au paragraphe 1 et, sous réserve de l'approbation du Conseil, de tout autre Etat qui exerce une juridiction de pêche dans l'Atlantique Nord ou est un Etat d'origine de stocks de saumon faisant l'objet de la présente Convention.

4. Les instruments de ratification, d'approbation ou d'adhésion sont déposés auprès du dépositaire.

5. La présente Convention entre en vigueur le premier jour du mois suivant le dépôt des instruments de ratification, d'approbation ou d'adhésion par quatre Parties, à condition que parmi ces quatre Parties il y ait deux membres de chaque Commission et qu'au moins l'un des deux membres de chaque Commission exerce une juridiction de pêche dans la zone relevant de la compétence de la Commission.

6. Pour chaque Partie qui ratifie ou approuve la présente Convention, ou y adhère, après le dépôt des instruments de ratification, d'approbation ou d'adhésion requis conformément au paragraphe 5, la Convention entre en vigueur à la date de son entrée en vigueur ou à la date du dépôt de l'instrument de ratification, d'approbation ou d'adhésion, la date la plus tardive étant retenue.

7. Le dépositaire informe les signataires et les Parties adhérentes du dépôt de tous les instruments de ratification, d'approbation et d'adhésion et il notifie aux signataires et aux parties adhérentes la date d'entrée en vigueur de la présente Convention, ainsi que les Parties à l'égard desquelles elle entre en vigueur.

8. Le dépositaire convoque la première session du Conseil et des Commissions aussitôt que possible après l'entrée en vigueur de la présente Convention.

ARTICLE 18

La présente Convention s'applique, en ce qui concerne la Communauté économique européenne, aux territoires où le traité instituant la Communauté économique européenne est d'application et dans les conditions prévues par ledit traité.

ARTICLE 19

1. Toute Partie peut proposer des amendements à la présente Convention, pour examen par le Conseil. Tout projet d'amendement est adressé au Secrétaire 90 jours au moins avant la date de la session au cours de laquelle il est proposé de l'examiner. Le Secrétaire transmet immédiatement ce projet d'amendement aux Parties.

2. L'adoption d'un amendement par le Conseil requiert l'unanimité des Parties présentes et votant par l'affirmative ou la négative. Le texte d'un amendement ainsi adopté est transmis par le Secrétaire au dépositaire, qui le notifie immédiatement aux Parties.

3. Un amendement entre en vigueur, pour toutes les Parties, 30 jours après la date, indiquée dans la notification par le dépositaire, de la réception des instruments de ratification ou d'approbation de toutes les Parties.

4. Une Partie qui devient liée par la présente Convention après l'entrée en vigueur d'un amendement conformément au paragraphe 3 est considérée comme partie à la Convention ainsi modifiée.

5. Le dépositaire notifie immédiatement à toutes les Parties la réception des instruments de ratification ou d'approbation, ainsi que l'entrée en vigueur des amendements.

ARTICLE 20

1. Toute Partie peut dénoncer la présente Convention avec effet au 31 décembre de chaque année par notification au dépositaire effectuée au plus tard le 30 juin précédent. Le dépositaire informe immédiatement les autres Parties d'une telle dénonciation.

2. Toute autre Partie peut dénoncer la présente Convention avec effet à cette même date du 31 décembre par notification au dépositaire effectuée dans un délai de 30 jours à compter de la date à laquelle le dépositaire a informé les Parties d'une dénonciation en application du paragraphe 1.

ARTICLE 21

1. L'original de la présente Convention est déposé auprès du Conseil des Communautés européennes, dénommé dans la Convention "le dépositaire", qui en transmet copie certifiée conforme à toutes les Parties signataires et adhérentes.

2. Le dépositaire enregistre la présente convention conformément à l'article 102 de la Charte des Nations unies.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Convention.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet, ont apposé leur signature au bas de la présente Convention.

OPENED FOR SIGNATURE at Reykjavík on 2 March 1982, in a single original, in the English and French languages, both texts being equally authoritative.

OUVERT A LA SIGNATURE à Reykjavik, le 2 mars 1982, en un seul exemplaire original, en langues anglaise et française, chacun de ces textes faisant également foi.

For Canada,
Pour le Canada,

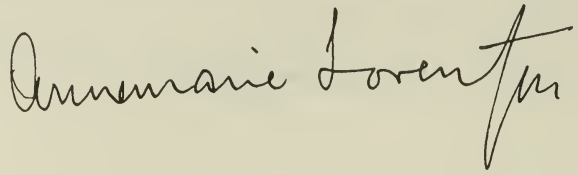
W. Kennett Wardroper

For Denmark in respect of the Faroe Islands,
Pour le Danemark en ce qui concerne les Iles Féroé,

For the European Economic Community,
Pour la Communauté économique européenne

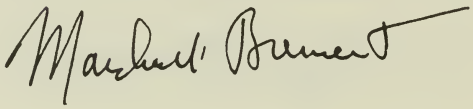
For Iceland,
Pour l'Islande,

For Norway,
Pour la Norvège,



For Sweden,
Pour la Suède,

For the United States of America,
Pour les Etats-Unis d'Amérique,



The preceding text is a certified true copy of the Convention for the conservation of salmon in the North Atlantic Ocean adopted at the signing at Reykjavík on the second day of March in the year one thousand nine hundred and eighty-two and deposited in the archives of the General Secretariat of the Council in Brussels.

Le texte qui précède est certifié conforme à la Convention pour la conservation du saumon dans l'atlantique nord, ouverte à la signature à Reykjavik le deux mars mil neuf cent quatre-vingt-deux et déposé dans les archives du Secrétariat général du Conseil à Bruxelles.

Brussels, 14 September 1982
Bruxelles, le 14 septembre 1982

The Secretary-General
of the Council of the European Communities
Le Secrétaire général
du Conseil des Communautés européennes

[SEAL]

PEOPLE'S REPUBLIC OF CHINA

Maritime Transport

Agreement extending the agreement of September 17, 1980.
Effected by exchange of letters
Signed at Beijing September 1 and 10, 1983;
Entered into force September 10, 1983.

The Maritime Administrator, United States Department of Transportation, to the Chief, Maritime Management Bureau, Chinese Ministry of Communications

EMBASSY OF THE
UNITED STATES OF AMERICA
Beijing, P.R.C.

September 1, 1983

Liu Yunzhou
Ministry of Communications
of The People's Republic
of China
Beijing

Excellency:

I have the honor to refer to recent discussions between our governments concerning the temporary extension of the Agreement on Maritime Transport, signed September 17, 1980, and due to expire on September 17, 1983.[1]

The Government of the United States proposes that this Agreement be extended until December 17, 1983.

If the foregoing is acceptable to your government, I have the honor to propose that this letter and your reply shall constitute an agreement extending the Agreement on Maritime Transport which will enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Sincerely,

Harold E. Shear
Maritime Administrator
Department of Transportation
of the United States of
America

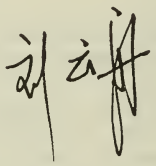
[1] TIAS 10244; 33 UST 3595.

中华人民共和国交通部

我谨确认，中华人民共和国政府同意您来函中所述的内容。

顺致最崇高的敬意。

中华人民共和国交通部海洋运输管理局

局 长 

一九八三年九月十日于北京

The Chief, Maritime Management Bureau, Chinese Ministry of Communications, to the Maritime Administrator, United States Department of Transportation

中华人民共和国交通部

华盛顿

美利坚合众国运输部海运局局长哈罗德·希尔海军上将

尊敬的局长先生：

我荣幸地收到您一九八三年九月一日的来函，内容如下：

“我荣幸地提及最近我们两国政府之间关于临时延长一九八〇年九月十七日签订的海运协定的讨论，该协定于一九八三年九月十七日到期。

美国政府建议，该协定延长到一九八三年十二月十七日。

如果贵国政府能接受上述建议，我荣幸地建议，本函和您的复函就成为延长海运协定的协议，这一协议自收到您的复函之日起生效。”

TRANSLATION

Beijing, September 10, 1983

Admiral Harold Shear
Maritime Administrator
Department of Transportation
of the United States of America
Washington

Dear Admiral Shear:

I have the honor to acknowledge receipt of your letter of September 1, 1983, the content of which reads as follows:

(For the text of the U.S. letter, see p. 2315)

I have the honor to confirm that the Government of the People's Republic of China agrees with the content of your letter.

Accept, Sir, the assurances of my highest consideration.

Liu Yunzhou

Chief, Maritime Management Bureau
Ministry of Communications of the
People's Republic of China

ZIMBABWE

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Harare June 2 and September 17, 1981;
Entered into force September 17, 1981.

The American Embassy to the Zimbabwean Ministry of Foreign Affairs

Salisbury, June 2 1981

No. 36

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Zimbabwe and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government--

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET Program with the Armed Forces of the Government of Zimbabwe may include training related to defense articles with respect to which the agreement of the Government of Zimbabwe to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Zimbabwe shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Zimbabwean Ministry of Foreign Affairs to the American Embassy

CX/E/99415

ZIMBABWE

The Ministry of Foreign Affairs of the Republic of Zimbabwe presents its compliments to the Embassy of United States and has the honour, with reference to the Ministry's Note No. 36 of 2 June 1981, to advise that the Ministry of Defence has agreed in principle to take advantage of the International Military Education and Training Programme offer made by the United States Government and will accept the conditions related to the scheme. The extent to which each arm of the Services will take advantage of the scheme will be determined by the Army and the Air Force individually in consultation with Mr. Davidow of the United States Embassy in Salisbury.

The Ministry of Foreign Affairs of the Republic of Zimbabwe avails itself of this opportunity to renew to the Embassy of United States the assurances of its highest consideration.

SALISBURY
17 September, 1981

MEXICO

Telecommunications: Frequency Modulating Broadcasting

Agreement amending the agreement of November 9, 1972, as amended.
Effected by exchange of notes
Signed at Mexico and Tlatelolco July 21 and September 22, 1983;
Entered into force September 22, 1983.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D. F., July 21, 1983

No. 1564

Excellency:

I have the honor to refer to the Agreement of November 9, 1972, between the United States of America and the United Mexican States concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, as amended.[1]

The United States of America proposes the following further amendment to Table B of the Allotment Plan appearing in Annex 11 to the 1972 Agreement:

TABLE B

CITY	CHANNEL NUMBER	
	DELETE	ADD
Odem, Texas	----	252A
Mathis, Texas	252A	----
Calexico, California	----	204A

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendment, which conforms to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

His Excellency,

Licenciado Bernardo Sepúlveda Amor,

Secretary of Foreign Relations,

Mexico, D. F.

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[1] TIAS 7697, 9436, 9647, 10159, 10234, 10466, 10688; 24 UST 1815; 30 UST 3927; 31 UST 4841; 33 UST 1959, 3330; 34 UST 1857; 35 UST 785.

If the foregoing proposal is acceptable to your Government, I further propose that this Note and your reply to that effect constitute an Agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

John A. Gavin

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D.F., a 22 de septiembre de 1983.

Señor Embajador:

316853 Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 1564, fechada el 21 de julio de 1983, cuyo texto vertido al español es el siguiente:

"Excelencia: Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen las siguientes enmiendas adicionales a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

T a b l a B

C i u d a d	N° d e C a n a l	
	Suprimir	Adicionar
Odem, Texas	- - - - -	252 A
Mathis, Texas	252 A	- - - - -
Calexico, California	- - - - -	204 A

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requerimientos de separación de canal del Artículo 6, Sección C, del Acuerdo de 1972.

Al Excelentísimo Señor
John A. Gavin,
Embajador de los Estados Unidos de América
México, D.F.

Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, que entrará en vigor en la fecha de su respuesta."

En respuesta a la atenta nota de Vuestra Excelencia arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 1564 de Vuestra Excelencia y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos, en los términos antes transcritos, que modifica el Convenio relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente nota.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

B. Sepúlveda

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

Tlatelolco, D.F., September 22, 1983

No. 316853

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 1564 of July 21, 1983, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 2324-2325.]

In reply to Your Excellency's note transcribed above, I have the honor to inform you that the Government of Mexico accepts the terms thereof and consequently agrees that Your Excellency's note No. 1564 and this note shall constitute an agreement between our two Governments, on the aforementioned terms, amending the Agreement concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, signed on November 9, 1972, and entering into force on the date of this note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

B. Sepulveda

His Excellency
John A. Gavin,
Ambassador of the United States of America,
Mexico, D. F.

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Tlatelolco Treaty, the Non-Proliferation Treaty and the US-IAEA Safeguards Agreement of November 18, 1977

Protocol suspending the agreement of March 27, 1968.
Signed at Vienna September 27, 1983;
Entered into force September 27, 1983.

PROTOCOL TO SUSPEND THE APPLICATION OF SAFEGUARDS PURSUANT TO THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS, AND TO PROVIDE FOR THE APPLICATION OF SAFEGUARDS PURSUANT TO THE AGREEMENT BETWEEN VENEZUELA AND THE INTERNATIONAL ATOMIC ENERGY AGENCY IN CONNECTION WITH THE TREATY FOR THE PROHIBITION OF NUCLEAR WEAPONS IN LATIN AMERICA AND THE TREATY ON THE NON-PROLIFERATION OF NUCLEAR WEAPONS AND PURSUANT TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS IN THE UNITED STATES OF AMERICA

The International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of the Republic of Venezuela (hereinafter referred to as "Venezuela"), and the Government of the United States of America (hereinafter referred to as the "United States");

RECOGNIZING that the Agency has been applying safeguards in the Republic of Venezuela in accordance with the provisions of the agreement between the Agency, Venezuela and the United States for the application of safeguards, signed on 27 March 1968[1] (hereinafter referred to as the "Safeguards Transfer Agreement") to material, equipment and facilities required to be safeguarded under the Agreement for Co-operation between the United States and Venezuela concerning civil uses of atomic energy, signed on 8 October 1958, as amended[2] (hereinafter referred to as the "Agreement for Co-operation"), to ensure so far as it is able that they will not be used in such a way as to further any military purpose;

RECOGNIZING that Venezuela, as a party to the Treaty for the Prohibition of Nuclear Weapons in Latin America[3] (hereinafter referred to as the "Tlatelolco Treaty") has concluded with the Agency an agreement[4] for the application of safeguards in connection with the Tlatelolco Treaty pursuant to Article 13 of that Treaty (hereinafter referred to as the "Treaty Safeguards Agreement");

RECOGNIZING that Venezuela is also a party to the Treaty on the Non-Proliferation of Nuclear Weapons[5] (hereinafter referred to as the "NPT"), and that the Treaty Safeguards Agreement also serves as an agreement for the application of safeguards in connection with the NPT pursuant to paragraph 4 of Article III of that Treaty.

RECOGNIZING that Article 24 of the Treaty Safeguards Agreement provides for the suspension of Agency safeguards applied in the Republic of Venezuela pursuant to other safeguards agreements with the Agency;

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[1] TIAS 6433, 10096; 19 UST 4385; 33 UST 1106.
[2] TIAS 4416, 6945, 10097; 11 UST 1304; 21 UST 2008; 33 UST 1111.
[3] Done Feb. 14, 1967. TIAS 7137; 22 UST 762.
[4] Signed June 23, 1978. IAEA Doc. INFCIRC/300, Feb. 1983.
[5] Done July 1, 1968. TIAS 6839; 21 UST 483.

RECOGNIZING that, under Article X of the Agreement for Co-operation, Venezuela has guaranteed that no material, including equipment and devices, transferred to Venezuela or authorized persons under its jurisdiction pursuant to the Agreement for Co-operation and no special nuclear material produced through the use of such material, equipment and devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any military purpose;

RECOGNIZING that, pursuant to the Safeguards Transfer Agreement the Agency has undertaken to apply safeguards in the United States of America under certain circumstances described therein;

RECOGNIZING, that the United States has concluded with the Agency an agreement for the application of safeguards in the United States of America[1] (hereinafter referred to as the "US-IAEA Safeguards Agreement");

RECOGNIZING, that Article 22 of the US-IAEA Safeguards Agreement provides for the suspension of Agency safeguards applied in the United States of America under other safeguards agreements with the Agency;

HAVE AGREED:

1. The Treaty Safeguards Agreement shall be applied as therein provided and the application of safeguards in the Republic of Venezuela pursuant to the Safeguards Transfer Agreement shall be suspended during the time and to the extent that the Treaty Safeguards Agreement is in force and safeguards specified therein are being applied by the Agency.

2. The US-IAEA Safeguards Agreement shall be applied as therein provided and the application of safeguards in the United States of America pursuant to the Safeguards Transfer Agreement shall be suspended during the time and to the extent that the US-IAEA Safeguards Agreement is in force and safeguards specified therein are being applied by the Agency.

3. In the event that Venezuela intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement to use nuclear material required to be safeguarded under that agreement in a military activity not proscribed by the NPT, Venezuela will satisfy the Agency and the United States that such material is not subject to the guarantees made by Venezuela in Article X of the Agreement for Co-operation. Moreover, Venezuela will satisfy the United States that no material, including equipment and devices, transferred to Venezuela under the Agreement for Co-operation will be involved in such use.

4. This Protocol shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of Venezuela and the United States.

[1] Done Nov. 18, 1977. TIAS 9889; 32 UST 3059.

PROTOCOLO QUE DEJA EN SUSPENSO LAS SALVAGUARDIAS APLICADAS EN VIRTUD DEL ACUERDO DE APLICACION DE SALVAGUARDIAS CONCERTADO ENTRE EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA, EL GOBIERNO DE LA REPUBLICA DE VENEZUELA Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA, Y QUE ESTABLECE LA APLICACION DE SALVAGUARDIAS EN VIRTUD DEL ACUERDO ENTRE VENEZUELA Y EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA EN RELACION CON EL TRATADO PARA LA PROSCRIPCION DE LAS ARMAS NUCLEARES EN LA AMERICA LATINA Y EL TRATADO SOBRE LA NO PROLIFERACION DE LAS ARMAS NUCLEARES, Y EN VIRTUD DEL ACUERDO ENTRE LOS ESTADOS UNIDOS DE AMERICA Y EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA PARA LA APLICACION DE SALVAGUARDIAS EN LOS ESTADOS UNIDOS DE AMERICA

El Organismo Internacional de Energía Atómica (que en adelante se denominará "Organismo" en el presente Protocolo), el Gobierno de la República de Venezuela (que en adelante se denominará "Venezuela" en el presente Protocolo) y el Gobierno de los Estados Unidos de América (que en adelante se denominará "Estados Unidos" en el presente Protocolo):

CONSIDERANDO que el Organismo ha venido aplicando salvaguardias en la República de Venezuela conforme a lo estipulado en el Acuerdo entre el Organismo, Venezuela y los Estados Unidos, firmado el 27 de marzo de 1968 (que en adelante se denominará "Acuerdo de traspaso de salvaguardias" en el presente Protocolo) para la aplicación de salvaguardias al material, equipo e instalaciones que habían de estar sometidos a salvaguardias en virtud del Acuerdo de Cooperación concertado entre los Estados Unidos y Venezuela relativo a los usos civiles de la energía atómica, firmado el 8 de octubre de 1958, con sus enmiendas (que en adelante se denominará "Acuerdo de Cooperación" en el presente Protocolo), para garantizar en cuanto sea capaz que no se utilicen de modo que contribuyan a fines militares;

CONSIDERANDO que Venezuela, como Parte en el Tratado para la Proscripción de las Armas Nucleares en la América Latina (que en adelante se denominará "Tratado de Tlatelolco" en el presente Protocolo), ha concertado con el Organismo un acuerdo para la aplicación de salvaguardias en relación con el Tratado de Tlatelolco, con arreglo al Artículo 13 del Tratado (que en adelante se denominará "Acuerdo de salvaguardia relativo al Tratado" en el Presente Protocolo);

CONSIDERANDO que Venezuela es asimismo Parte en el Tratado sobre la no proliferación de las armas nucleares (que en adelante se denominará "TNP" en el presente Protocolo), y que el Acuerdo de salvaguardia relativo al Tratado sirve también de acuerdo para la aplicación de salvaguardias en relación con el TNP, con arreglo al párrafo 4 del Artículo III del Tratado;

CONSIDERANDO que el Artículo 24 del Acuerdo de salvaguardia relativo al Tratado establece la suspensión de las salvaguardias del Organismo que se apliquen en la República de Venezuela en virtud de otros acuerdos de salvaguardia concertados con el Organismo;

CONSIDERANDO que, en virtud del Artículo X del Acuerdo de Cooperación, Venezuela ha dado garantías de que no se utilizará en armas atómicas, ni en la investigación o el desarrollo de armas atómicas, ni con cualquier fin militar ningún material, incluyendo equipo o dispositivos, que hayan sido transferidos a Venezuela o a personas autorizadas bajo su jurisdicción en virtud del Acuerdo de Cooperación, ni ningún material nuclear especial que se produzca mediante la utilización de dicho material, equipo o dispositivos;

CONSIDERANDO que, en virtud del Acuerdo de traspaso de salvaguardias, el Organismo se ha comprometido a aplicar salvaguardias en los Estados Unidos de América en determinadas circunstancias descritas en dicho Acuerdo;

CONSIDERANDO que los Estados Unidos han concertado con el Organismo un Acuerdo para la aplicación de salvaguardias en los Estados Unidos de América (que en adelante se denominará "Acuerdo de salvaguardia EE.UU.-OIEA" en el presente Protocolo);

CONSIDERANDO que el Artículo 22 del Acuerdo de salvaguardia EE.UU.-OIEA prevé la suspensión de las salvaguardias del Organismo que se apliquen en los Estados Unidos de América en virtud de otros acuerdos de salvaguardia concertados con el Organismo;

HAN ACORDADO lo siguiente:

1. Se aplicará el Acuerdo de salvaguardia relativo al Tratado conforme a lo dispuesto en él y quedará en suspenso la aplicación de salvaguardias en la República de Venezuela en virtud del Acuerdo de traspaso de salvaguardias durante el tiempo y en la medida en que esté en vigor el Acuerdo de salvaguardia relativo al Tratado y el Organismo aplique las salvaguardias especificadas en el mismo.

2. Se aplicará el Acuerdo de salvaguardia EE.UU.-OIEA conforme a lo dispuesto en él y quedará en suspenso la aplicación de salvaguardias en los Estados Unidos de América en virtud del Acuerdo de traspaso de salvaguardias durante el tiempo y en la medida en que esté en vigor el Acuerdo de salvaguardia EE.UU.-OIEA y el Organismo aplique las salvaguardias especificadas en el mismo.

3. En caso de que Venezuela proyecte ejercer su facultad discrecional, conforme al Artículo 14 del Acuerdo de salvaguardia relativo al Tratado, para utilizar material nuclear que deba estar sometido a salvaguardias en virtud de dicho Acuerdo en una actividad militar no proscrita por el TNP, Venezuela probará de manera convincente al Organismo y a los Estados Unidos que tal material no está sujeto a las garantías dadas por Venezuela en el Artículo X del Acuerdo de Cooperación. Más aún, Venezuela probará de manera convincente a los Estados Unidos que en tal utilización no intervendrá ningún material, incluyendo equipo o dispositivos, cedido a Venezuela en virtud del Acuerdo de Cooperación.

4. El presente Protocolo entrará en vigor en cuanto haya sido firmado por el Director General del Organismo o en su nombre y representación, y por los representantes autorizados de Venezuela y de los Estados Unidos.

DONE IN VIENNA on the 27th day of September 19 83 in triplicate in the English and Spanish languages, all texts being equally authentic.

HECHO EN VIENA, a 27 del mes de Septiembre 1983, por triplicado en español e inglés, siendo igualmente auténtico el texto en los dos idiomas.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:
POR EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA: Hans Blix[1]

FOR THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA:
POR EL GOBIERNO DE LA REPUBLICA DE VENEZUELA: [2]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: Richard S. Williamson [3]
POR EL GOBIERNO DE LOS ESTADOS DE AMERICA:

[SEAL]

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[1] Hans Blix.
[2] Adolfo R. Talhyardat.
[3] Richard S. Williamson.

ITALY

Scientific Cooperation: Balloon Launching and Associated Services

Memorandum of understanding signed at Washington and Rome
September 2 and 30, 1983;
Entered into force September 30, 1983.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND THE

NATIONAL RESEARCH COUNCIL OF ITALY

CONCERNING THE FURNISHING OF
BALLOON LAUNCHING AND ASSOCIATED SERVICES

The National Aeronautics and Space Administration (NASA) and the National Research Council of Italy (CNR) set forth in this Memorandum of Understanding their general understandings: (1) as to the conditions under which NASA will furnish balloon launching and associated services for scientific investigators from Italy on a reimbursable basis, and (2) as to the responsibilities of NASA and CNR in connection with such launchings. At appropriate times in the future, separate launch services arrangements will be entered into by NASA and CNR, which shall express the specific terms and conditions under which NASA will furnish launching and associated services for individual launchings requested by CNR and which shall be in accord with the general understandings set forth in this Memorandum.

Article 1 - NASA Responsibilities

A. NASA will use its best efforts to carry out the following responsibilities:

1. To the maximum extent feasible, schedule the launching within the general time period requested by CNR etc.

2. Provide through the University Corporation for Atmospheric Research (UCAR), or a successor facilities contractor, necessary facilities and services for operations including preparation for launch, tracking, recovery, and data retrieval; administration; and engineering support as mutually agreed.

3. Conduct launch operations, including range safety, Federal Aviation Administration and International Civil Aviation Organization coordination, launch vehicles, ancillary equipment and launch crews.

4. Furnish technical consultation or additional services in support of specific or general CNR launch requirements as may be mutually agreed.

B. Where NASA deems it appropriate, these responsiblities will be carried out by UCAR or a successor facilities contractor. Reference herein to UCAR means UCAR or a successor contractor.

Article 2 - CNR Responsibilities

A. CNR will use its best efforts to carry out the following responsibilities:

1. Design, develop and test the payload(s) to be launched under this agreement.

2. Furnish information to NASA on its requirements for a particular launching or series of launchings, at least six months prior to the requested launch date. Such information will include details as to the scientific objectives, payload description, approximate launching dates, flight operations requirements and any other information requested by NASA for planning purposes.

3. Provide a flight-ready payload at the launching range, in accordance with time schedules agreed upon under the launch services arrangement.

B. CNR may designate a University or other appropriate institute in Italy to carry out these responsibilities. Such designation shall be made by CNR in writing as an endorsement to accompany any application for balloon flights under this Memorandum of Understanding.

Article 3 - Launch Site

A. Launchings will normally be conducted from the National Scientific Balloon Facility (NSBF) in Palestine, Texas.

B. In the case of requests for launch services from a site other than NSBF, the request should demonstrate that there is a compelling scientific reason for the flight to be launched at a remote site.

Article 4 - Financial Principles

A. Based upon the information provided by CNR pursuant to Article 2, paragraph A.2., NASA will provide an estimate of the reimbursable charges for the requested balloon launching and associated services.

B. It is understood that in the case of flights originating outside of NSBF, reimbursement will be required for the cost of transporting personnel and equipment, equipment rentals, per diem, overtime, and other out-of-pocket expenses that would not be incurred for launchings from NSBF. When more than one flight is involved at a remote location these costs will be prorated among all investigators on a per-flight basis.

C. CNR agrees to deposit at least one month prior to the requested date of the balloon flight, U.S. dollar funds in the amount of the estimated reimbursable charges in an account at NASA established for that purpose. A late payment penalty of one and one-half (1 1/2) per cent per month or portion thereof will be assessed and added to the amount of any payment not received by NASA by that date.

D. In the event the final cost of the services provided in accordance with this agreement exceeds the funds provided, CNR agrees to provide additional funds as required to meet all obligations which it has incurred within sixty days of notification of the final cost. If on termination of a balloon flight project undertaken pursuant to this agreement there is an unused balance in the account, CNR will provide to NASA instruction for the disposition of such funds.

E. It is understood that the ability of NASA and CNR to carry out their obligations is subject to their respective funding procedures.

Article 5 - Liability

A. NASA and CNR agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this agreement, neither NASA nor CNR, shall make any claim with respect to injury or death of its own or its contractors' or its subcontractors' or other users' employees or damage to its own or its contractors' or its subcontractors' or other users' property caused by activities arising out of or connected with this project, whether such injury, death or damage arises through negligence or otherwise.

B. With regard to third party liability, the following will apply:

1. UCAR has a policy for balloon operations conducted or supervised by UCAR personnel, under which UCAR, the Government of the United States and the user-institution are insured - to the extent of the policy coverage - for legal liability arising from third-party claims. Types of coverage and limits of coverage are as follows:

   a. For claims involving balloon operations, the amount of coverage is $100,000,000 excluding damage due to radioactive sources (if any) carried in the balloon payload.

   b. For claims involving UCAR-operated tracking aircraft, the amount of coverage is at least $50,000,000.

2. UCAR and the Government of the United States are insured - to the extent of the policy coverage - for legal liability arising out of claims involving UCAR-operated vehicles and general liability hazards. The limits of coverage are $500,000 bodily injury and $300,000 property damage. In addition to these limits, UCAR maintains an umbrella policy which provides $10,000,000 of additional coverage for such claims.

3. UCAR will maintain these policies with respect to all flights conducted or supervised by it pursuant to this Memorandum of Understanding, provided that if any of these policies are cancelled, terminated or otherwise expire, no flights will be undertaken under this Memorandum of Understanding until such time as said policy has been renewed or until substantially similar insurance in like amounts has been obtained.

4. Provided the procedures of paragraph 5, below, have been followed, the CNR agrees to hold UCAR and its employees and agents and the Government of the United States and its employees and agents, harmless and to indemnify them for amounts paid by them as a result of judgments rendered against them or settlements made by them with respect to third-party claims for damage to or loss of property (other than the balloon or scientific payload) or death or injury to persons arising out of activities under this Memorandum of Understanding.

However, no idemnification will be required for such amounts that are paid or payable to UCAR or the Government of the United States under the insurance cited in paragraph 1, above, or such other insurance as may be applicable.

5. In the event any claim, demand, or legal action is brought against UCAR or its employees or agents, or the Government of the United States or its employees or agents, for damages to or loss of property (other than the balloon or scientific payload) or for death or injury to persons arising out of activities under this Memorandum of Understanding, the CNR will be promptly notified. If the amount claimed exceeds or might exceed the coverage of the policies cited above, or if the claim might not be within the coverage of the policies cited above, or if the claim might not be within the coverage of any of said policies, (i) no settlements in excess of the insurance coverage or which would not be covered by any of said insurance policies will be made without the concurrence of CNR, and (ii) CNR, to the extent practical, will be allowed to participate in the defense of any legal actions.

Article 6 - Patent and Data Rights

A. NASA will not acquire, as a result of the launch and associated services provided under this Agreement, any rights to the CNR's or its scientific investigators' inventions or patents which may be used in or result from the payload, or any rights to their proprietary data. NASA considers any data derived from the payload (including data reduction and analysis) by NASA in carrying out the launch and associated services to be the property of the CNR and/or its scientific investigators, and in order to protect any intellectual property rights therein, NASA will deliver said data to the CNR or its representative, as promptly as possible following its receipt (and processing if necessary) by NASA.

B. Notwithstanding the provisions of A. above, it is to be understood that the information to be furnished to NASA under paragraph A 2. of Article 2 in order to facilitate the launching and associated services is to be provided without use and disclosure restrictions.

Article 7 - Public Information

NASA and CNR may release information covering their own portions of the project. If the participation of the other is involved, the parties shall consult prior to release of information. Disclosure or witholding of information by NASA is subject to domestic law.

Article 8 - Amendments

Amendments to this Memorandum of Understanding shall be by written agreement.

Article 9 - Entry into Force and Termination

This agreement shall enter into force on the date of signature thereof and shall remain in force until terminated by either party. This Memorandum of Understanding may be terminated by either party upon the furnishing of thirty (30) days advance written notice to the other party.

Upon termination, CNR agrees to pay all costs incurred up to the point of termination and if termination is by CNR, the costs resulting from the termination.

[1]

For the U.S. National Aeronautics and Space Administration

9-2-83
Date

at
Wash. D.C.

[2]

For the National Research Council of Italy

30-09-1983
Date

at
Rome

[1] Kenneth S. Pedersen.
[2] Ernesto Quagliariello.

FRANCE

Scientific Cooperation: Geological Sciences

Memorandum of understanding signed at Reston and Paris September 19 and October 3, 1983;
Entered into force October 3, 1983.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR OF THE
UNITED STATES OF AMERICA
AND
ECOLE NATIONALE SUPERIEURE DES MINES DE PARIS
OF THE
MINISTERE DE LA RECHERCHE ET DE L'INDUSTRIE
OF THE FRENCH REPUBLIC
ON COOPERATION IN
THE GEOLOGICAL SCIENCES

Article I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as the "USGS") and the Ecole Nationale Superieure des Mines de Paris of the French Republic (hereinafter referred to as the "EMP"), hereby state their intention to pursue scientific and technical cooperation in the geological sciences in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedure for cooperation.

The purpose of this Memorandum is to establish a framework acceptable to both Parties for the execution of further memoranda of understanding or agreements for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and the EMP (hereinafter sometimes referred to as the "Parties").

For cooperation requested by the EMP that extends into subjects outside the scope of the USGS, the USGS may, with the consent

of the EMP and compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

The FMP may, with the consent of the USGS, include the participation of other French academic or governmental entities in the development of activities contained in the scope of this Memorandum.

Article II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties, and other forms of cooperative activities as are mutually acceptable. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as geophysics; geochemistry; concepts and methods for exploration and evaluation of energy, mineral, and water resources; geologic hazards; geothermal studies; remote sensing applications; and computer applications to geologic studies, including the development of image analysis technology for geologic applications.

Article III. Source of Funding

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower

available to the Parties. The terms of financing will be established by the Parties before commencement of each activity.

Article IV. Rights in Information, Data, and Innovations

All scientific, technical, and development information and data used in or derived from work performed pursuant to this Memorandum or any Annex hereto (hereinafter referred to as the "subject work") shall be freely exchanged between the Parties, and except for such information and data that are identified by a Party as requiring protection for its national security or interest, or are otherwise susceptible to protection for its national security or interest, or are otherwise susceptible to protection as its proprietary data, either Party, after consultation with the other Party, may at its discretion and subject to its national laws, publish the information and data. Any excepted information and data of a Party shall be held confidential by the other Party in accordance with its national laws. Unless the Parties mutually agree to the contrary, no new information or data derived from activities under this Memorandum shall be subject to copyright protection in the United States of America.

Article V. Planning and Review of Activities

Upon execution of this Memorandum, the Parties will designate representatives who, at times mutually established by the Parties, will plan the initial program and subsequently review the activities annually, prepare progress reports and make plans for future activities.

Article VI. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party; however, the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

Article VII. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum including, as appropriate, details concerning financial arrangements, shall be confirmed in writing between the Parties. Any activity involving more than the exchange of technical information or exchange visits of individuals shall be described in an Annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of an Annex hereto, the terms of this Memorandum shall govern.

Article VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force for three (3) years. It may be modified or extended by mutual agreement, and may be terminated

at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

Done at Reston, Virginia and Paris, France.

For the:

Geological Survey of the
Department of the Interior
United States of America

Signature

Dallas L. Peck
Name

Director
Title

September 19, 1983
Date

For the:

Ecole Nationale Superieure des
Mines de Paris
Ministere de la Recherche et de
l'Industrie
French Republic

Signature

Pierre LAFFITTE
Name

Director
Title

October 3, 1983
Date

JAPAN

Atomic Energy: Breeder Reactor Projects

Memorandum of agreement signed at Tokyo September 30, 1983; Entered into force September 30, 1983.

MEMORANDUM OF AGREEMENT
between
THE UNITED STATES DEPARTMENT OF ENERGY
and the
POWER REACTOR AND NUCLEAR FUEL DEVELOPMENT CORPORATION OF JAPAN
for
COOPERATION IN THE CLINCH RIVER BREEDER REACTOR (CRBR) PROJECT
and the
MONJU PROTOTYPE FAST BREEDER REACTOR PROJECT

This Agreement to be called "THE CRBR/MONJU COOPERATION AGREEMENT" between the UNITED STATES DEPARTMENT OF ENERGY (hereinafter referred to as "DOE") and the POWER REACTOR AND NUCLEAR FUEL DEVELOPMENT CORPORATION OF JAPAN (hereinafter referred to as "PNC") hereinafter called the "Parties".

WHEREAS, the DOE and PNC, under the Liquid Metal-Cooled Fast Breeder Agreement of 31 January, 1979,[1] (hereinafter referred to as "the LMFBR Agreement") expressed an interest in continued close and long term cooperation in the field of LMFBR technology;

WHEREAS, the Parties have each undertaken impressive base breeder research and development programs, and both have an interest in moving to intermediate-sized plants as soon as practicable so that the technology can be commercially available to benefit both nations;

WHEREAS, the Parties have engaged in major efforts to perfect the "loop" type reactor concept so that it can be available, and are pursuing other design studies to preserve technical options for the future;

WHEREAS, DOE places a high value on the MONJU project--which is now moving forward to construction as a key demonstration project in Japan--and PNC places considerable value on information derived from the CRBR project;

[1] TIAS 9814; 32 UST 1997.

WHEREAS, MONJU and CRBR represent the state-of-the-art taking into account the different technological considerations that exist with regard to licensing and regulatory requirements in each country;

WHEREAS, the Parties share a common interest in the full development of an intermediate-sized plant, as well as a common time scale in which each is pursuing industrialization;

WHEREAS, the Parties have common benefits to be derived from having access to a broader base of common data;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS

ARTICLE 1 - OBJECTIVES

The objective of this Memorandum of Agreement (hereinafter referred to as "MOA") is to develop intensive and long-term cooperation between the CRBR and MONJU projects. This cooperation shall be independent of the ultimate construction or operation of either the CRBR project or the MONJU project.

ARTICLE 2 - AREAS OF COOPERATION

The areas of cooperation covered by this MOA may include:

1. overall plant design, component and systems engineering;
2. fuels, materials, thermal hydraulic, seismic, probabilistic risk assessment methodology, and Hypothetical Core Disruptive Accident analysis as related to licensing;
3. construction techniques (including prefabrication, modularization, and use of large cranes), construction planning and sequencing and cost/structure techniques to be utilized;

4. plant startup techniques;
5. non-safety grade equipment and instrumentation in MONJU and CRBR;
6. in-service inspection techniques and procedures;
7. steam generator leak detection methods;
8. steam generator tests and operation;
9. sodium fire analysis techniques, mitigation features, etc.;
10. plant operations and maintenance;
11. CRBR and MONJU design development activities;
12. sodium leaks and treatment of leaked sodium;
13. flow-induced vibration of assemblies and groups of assemblies (fuel, blanket, absorber, etc.);
14. beyond Design Basis Event items, i.e., Anticipated Transient Without Scram, Loss of Piping Integrity, local flow blockage;
15. leak detection, and maintenance, repair and inspection of intermediate heat exchanger tube leaks;
16. construction and inspection methods of cell liners;
17. reliability assessment;
18. operating procedures to mitigate thermal transients;
19. maintenance methodology to reduce radiation exposure; and
20. evaluation of temperature effects on reinforced concrete structures.

Other areas of cooperation may be added by mutual agreement.

ARTICLE 3 - FORMS OF COOPERATION

Cooperation under this MOA may include but is not limited to the following forms:

1. exchange of scientists, engineers and other specialists of one Party for assignment to the other Party's Project Office, construction site or other locations as deemed appropriate by the Joint Coordinating Committee established under Article 4.1 of the LMFBR Agreement (hereinafter referred to as the "JCC") and for agreed periods;

2. exchange of scientific and technical information;

3. short visits by specialist teams or individuals to the Project Offices, construction sites or other locations as deemed appropriate by the JCC;

4. organization of seminars and other meetings on specific agreed topics as deemed appropriate by the JCC; and

5. exchange or loans of samples, materials or equipment for testing; each such exchange or loan shall be the subject of a specific agreement in writing between the Parties covering all terms and conditions including patents and information.

ARTICLE 4 - MANAGEMENT OF THE PROGRAM

4.1 The details of the cooperation under this MOA shall be managed by the CRBR/MONJU Joint Working Group (hereinafter referred to as "Working Group") appointed by the JCC subject to provisions of Article 4.3 of the LMFBR Agreement.

4.2 The Working Group shall have the responsibility for management and implementation of a mutually beneficial, reasonably balanced program of cooperative activities between the CRBR project in the United States and the MONJU project in Japan.

4.3 The Working Group shall report annually to the JCC regarding activities conducted under this MOA during the previous year for review, evaluation and assessment by the JCC, and shall propose for acceptance activities from Article 3 of this MOA to be conducted for the next twelve months.

4.4 One person shall be designated as the Head of the Working Group by each Party for the purpose of day-to-day management of the cooperation under this MOA in the country of that Party.

4.5 The Working Group is responsible for keeping abreast of the CRBR project and the MONJU project, and the Working Group may define further areas and forms of cooperation, subject to JCC approval and subject to a specific agreement in writing between the Parties for these areas and forms of cooperation covering all terms and conditions relating thereto, including information and patent provisions.

ARTICLE 5 - GENERAL PROVISIONS

Articles 7, 8, 10, 11, 12, 13, 14 and 15 of the LMFBR Agreement are hereby incorporated by reference.

ARTICLE 6 - INFORMATION

6.1 The Parties shall exchange, as agreed on a mutually beneficial, reasonably balanced basis, scientific and technical information, documents, and results of the CRBR project and the MONJU project under this MOA. Such information shall be limited to that which they have the right to disclose, either in their possession or available to them. PNC shall provide DOE with abstracts in English of reports or other information from JAPAN's MONJU program to be exchanged in accordance with the provisions of this MOA. PNC shall provide the full text in English of mutually agreed upon numbers of reports. Payments for translation will be decided by the Parties on a case-by-case basis.

6.2 Both Parties agree that information developed and exchanged under this MOA should be given wide distribution. Such information, except as noted in paragraphs 6.3 and 6.4 of this Article, may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.

6.3 It is recognized by both Parties that in the process of exchanging information, or in the process of other cooperation, the Parties may provide to each other "industrial property of a proprietary nature." Such property, including trade secrets, inventions, patent information and know-how, made available hereunder which is acquired by either Party prior to, or outside, the course of these activities, and which bears a restrictive designation, shall be respected by the receiving Party and shall not be used for commercial purposes or made public without the written consent of the transmitting Party. Such property is defined as:

a) of a type customarily held in confidence by commercial firms;

b) not generally known or publicly available from other sources;

c) not having been made available previously by the transmitting Party to others without an agreement concerning its confidentiality; and

d) not already in the possession of the receiving Party or its contractors.

6.4 Recognizing that "industrial property of a proprietary nature" as defined above, may be necessary for the conduct of specific joint activities or may be included in an exchange of information, such property shall be used only in the furtherance of LMFBR programs in the receiving country. Its dissemination shall, unless otherwise mutually agreed, be limited as follows:

a) to persons within or employed by the receiving Party, and to other concerned agencies of the Government of the receiving Party; and

b) to prime or subcontractors of the receiving Party for use only within the territory of the receiving Party and within the framework of its contract(s) with the respective Party engaged in work relating to the subject matter of the information so disseminated,

provided that the information disseminated to any person under subparagraphs a) or b) above shall bear a marking restricting dissemination outside the recipient's organization.

Each Party shall use its best efforts to ensure that the dissemination of proprietary data received under this MOA is controlled as prescribed herein.

ARTICLE 7 - PATENTS

7.1 With respect to any invention or discovery made or conceived in the course of or under this MOA:

a) If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists:

1) The Receiving Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a nonexclusive, irrevocable, royalty-free license in countries to the Assigning Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto, for use in fast breeder reactor programs and facilities.

2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a nonexclusive, irrevocable, royalty-free license to the Receiving Party, with the right to grant sublicenses, under any such invention or discovery and any patent or other protection relating thereto, for use in fast breeder reactor programs and facilities.

b) If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this MOA by the other Party or its contractors communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party of a royalty-free, nonexclusive, irrevocable license with the right to grant sublicenses in and to any such invention or discovery and any patent application, patent or other protection relating thereto, in all countries for use in fast breeder reactor programs and facilities.

c) With regard to other specific forms of cooperation, including loans or exchanges of samples, materials or equipment, the Parties shall provide in a written agreement for appropriate distribution of rights to inventions or discoveries resulting from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a nonexclusive, irrevocable, royalty-free license to the other Party with the right to grant sublicenses in and to such invention or discovery for use in fast breeder reactor programs and facilities, and their rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.

7.2 The preceding paragraph 1 of this Article shall apply mutatis mutandis to design protection.

7.3 Neither Party shall discriminate against citizens of the country of the other Party with respect to granting any licenses or sublicenses under any invention or discovery pursuant to paragraph 1 above. It is understood that the licensing policies and practices of each Party may be affected because of the rights of both Parties to grant licenses within a single country. Accordingly, either Party may request, in regard to a single invention or discovery or class of inventions or discoveries, that the Parties consult in an effort to lessen or eliminate any detrimental effect that the parallel licensing authorities may have on the policies and practices of the Parties.

7.4 Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws. In view of the provisions of Article 35 of the Japanese Patents Act of April 13, 1959, PNC shall, prior to the assignment of any Japanese personnel to a United States facility, secure from the Japanese employer of such personnel, a commitment that the employer agrees to hold the Government of the United States of America and its contractors harmless with respect to any claim of the employee for compensation under Article 35 of the Japanese Patent Act with respect to any inventions within the scope of paragraph 1 hereof, and PNC will pay any remuneration to the inventor under said Article 35.

ARTICLE 8 - ASSOCIATE PARTICIPATION

The Parties recognize the role of Government, utilities and industry in the evaluation of the CRBR and MONJU projects. If the Parties determine that it

88-093 95 – 36

is useful for such other entities to participate in the activities under this MOA, such participation shall be subject to a specific agreement in writing covering all terms and conditions including patents and information, and shall be subject to the laws and regulations of the countries of the Parties.

ARTICLE 9 - DURATION AND AMENDMENT

9.1 This MOA shall enter into force upon signature by both Parties and shall expire January 31, 1989.

9.2 This MOA may be amended or extended at any time by mutual written agreement of the Parties.

9.3 This MOA may be terminated at any time at the discretion of either Party upon six months' advance notification in writing by the Party seeking to terminate the MOA. Such termination shall be without prejudice to the rights which may have accrued under this MOA to either Party up to the date of such termination.

Done at Tokyo, Japan this 30th day of September, 1983.

FOR THE UNITED STATES DEPARTMENT OF ENERGY

[1]
Name

Assistant Secretary for Nuclear Energy
Title

FOR THE POWER REACTOR AND NUCLEAR FUEL DEVELOPMENT CORPORATION

[2]
Name

President
Title

[1] Shelby T. Brewer.
[2] Masao Segawa.

SOUTH AFRICA

Remote Sensing: Landsat System

Memorandum of understanding signed at Washington and Pretoria September 19 and October 19, 1983;
Entered into force October 19, 1983.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SOUTH AFRICAN COUNCIL FOR SCIENTIFIC

AND INDUSTRIAL RESEARCH

AND THE

UNITED STATES DEPARTMENT OF COMMERCE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

Section I: Purpose

This agreement, consisting of a main text and one annex, establishes the terms and conditions under which the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce will provide and the South African Council for Scientific and Industrial Research (CSIR) will receive, process, archive, and distribute data from the U.S. civil land remote sensing satellite program (hereafter referred to as the Landsat system), which is managed by NOAA.

Section II: Undertakings of the Parties

A. NOAA, as manager of the Landsat system, through its National Environmental Satellite, Data, and Information Service (NESDIS), will use its best efforts to provide operational Landsat service for the duration of this agreement and will:

1. Program, as requested by CSIR, the Landsat system Multi-Spectral Scanner to cover areas within the acquisition radius of the CSIR ground station and transmit the data acquired directly to this station. Programming details will be arranged by mutual agreement of the technical representatives responsible for the implementation of this agreement;

2. Program, as requested by CSIR, the Landsat system Thematic Mapper to cover areas within the acquisition radius of the CSIR ground station to the extent that such requests can be accommodated by the

U.S. National Aeronautics and Space Administration's (NASA) experimental Thematic Mapper program. Programming details to meet such requests will be arranged by mutual agreement of the technical representatives responsible for implementation of this agreement, based on arrangements between NOAA and NASA;

3. Provide the CSIR ground station with orbital elements for calculating the antenna pointing angles necessary to acquire the Landsat system spacecraft transmitted signal and for processing the data acquired; and

4. Reserve the right to curtail or terminate transmission of data to the CSIR ground station in the event of spacecraft or NOAA ground equipment limitations requiring such actions. In this case, NOAA will notify CSIR and discuss the planned action in the most expeditious manner possible.

B. CSIR, as manager of the ground station, will:

1. Operate a ground station at Hartebeesthoek for the reception, processing, archiving and distribution of Landsat data at its own cost, including the cost of establishing and operating the necessary communication links with NOAA's Landsat Operations Control Center located at the NASA Goddard Space Flight Center, Greenbelt, Maryland;

2. Produce Landsat computer compatible tapes and image products in accordance with such formats as may be agreed;

3. Ensure that all Landsat data acquired by the CSIR ground station are available for sale or distribution on a public, non-discriminatory basis. This applies to all Landsat data acquired under this agreement, as well as Landsat data acquired under previous Memoranda of

Understanding with NASA. Copies of any agreements signed by CSIR concerning the distribution of Landsat data from the CSIR ground station shall be made available to NOAA upon request and shall be consistent with the above provisions;

4. Pay to NOAA the fees contained in Annex I to this Memorandum of Understanding for the direct reception and distribution of all Landsat data acquired and archived after October 1, 1982;

5. Provide to NOAA quarterly listings, in an agreed format, of all Landsat data acquired by the CSIR ground station. These catalog listings will be made available publicly through NOAA data facilities;

6. Use its best efforts to ensure that any radio frequency problem occurring in relation to data reception by the CSIR ground station is resolved to the satisfaction of the parties to this Memorandum of Understanding. Questions concerning radio frequency interference by the Landsat system spacecraft raised by parties in third countries will be referred to the U.S. Government and NOAA for reply. NOAA will use the following frequencies for sensor data transmission from the Landsat system spacecraft:

   Multi-Spectral Scanner - S-Band (2200 - 2300 MHz) and
   X-Band (8025 - 8400 MHz)

   Thematic Mapper - X-Band (8025 - 8400 MHz); and

7. Acquire, by mutual agreement, as/if requested by NOAA and in support of key U.S. Government programs, reasonable quantities of

Landsat data in the form of station tapes or high density digital tapes. Such requests will be made and the data provided in the framework of mutual cooperative support arrangements defined through exchanges of letters between the NOAA Assistant Administrator for Environmental Satellite, Data, and Information Services and the Director of the National Institute for Telecommunications Research of CSIR.

C. It is further understood and agreed that:

1. NOAA and CSIR will each designate technical representatives to be responsible for implementation of this Memorandum of Understanding. The technical representatives, or their deputies, will participate in the Landsat Ground Station Operations Working Group. This group, chaired by NOAA, will serve as a forum for the exchange of technical and management information among station operators and NOAA. For example, through this group, NOAA and CSIR may work together to develop a market strategy for the promotion of Landsat data which will take the interests of both parties into account. Also, stations and NOAA may exchange, as mutually agreed, limited numbers of Landsat data tapes and related documentation for the purpose of intercomparison of equipment performance. Supplemental meetings between CSIR and NOAA will be held by mutual agreement;

2. The obligations of CSIR and NOAA under this Memorandum of Understanding are subject to the national laws and regulations of each party and the availability of appropriated funds;

3. NOAA does not warrant the suitability for any purpose of Landsat data, and shall not be liable for any damage or injury brought about by the use of the Landsat system;

4. The NOAA Assistant Administrator for Environmental Satellite, Data, and Information Services and the Director of the National Institute for Telecommunications Research of CSIR are authorized to enter into and modify as necessary technical, financial, and management implementing agreements within the guidance specified in this agreement; and

5. NOAA will include with all responses to requests for Landsat data acquired in the CSIR ground station's coverage zone a statement noting that the CSIR ground station should have available more complete data. In the event that NOAA receives requests for specific Landsat scenes, products, or specific information on its holdings, NOAA will supply the data and/or information requested. When the expected coverage of a prospective Landsat ground station overlaps with that of the CSIR Landsat station, NOAA will inform CSIR before finalizing any agreement with the prospective station operator. NOAA will encourage CSIR and the prospective station operator to consult with a view toward reaching a mutually satisfactory understanding on responding to requests for data of the overlapping coverage area.

Section III: Entry into Force

A. This Memorandum of Understanding shall enter into force after signature by both parties and remain in force for a period of three years or

until NOAA no longer retains management responsibility for the Landsat system should that occur first. It is understood that this Memorandum may be extended by mutual agreement of the parties should NOAA's management responsibility for the Landsat system extend beyond the three-year period.

B. In the event that either NOAA or CSIR is unable to comply with the agreed terms and conditions of this Memorandum of Understanding, either party, after consultation with the other, shall have the option of terminating or suspending the activities under this Memorandum, providing that reasonable notification of such action is forwarded in writing by one party to the other.

Approved:

[1]
For the U.S. National Oceanic and Atmospheric Administration

19 September 1983
Date

C. F. Garbers [2]
For the South African Council for Scientific and Industrial Research

19 October 1983
Date

[1] John V. Byrne.
[2] C. F. Garbers.

ANNEX I to the Memorandum of Understanding

between the

South African Council for
Scientific and Industrial Research

and the

United States Department of Commerce
National Oceanic and Atmospheric Administration

for the Direct Reception and Distribution
of Landsat Data

I. Fees

Pursuant to Section II.B.4 of the above Memorandum of Understanding (MOU), beginning October 1, 1982, the National Oceanic and Atmospheric Administration (NOAA) has implemented an annual access fee of U.S. $600,000 for the direct reception of Landsat data at each ground station and a distribution fee of U.S. $5.00 for each photographic product and U.S. $65.00 for each Computer Compatible Tape (CCT) derived from all Multi-Spectral Scanner (MSS) data and a fee of U.S. $300 for each full scene of Thematic Mapper (TM) digital data and U.S. $25.00 for each TM photographic product sold, transferred or otherwise distributed by the Council for Scientific and Industrial Research (CSIR) or its agent(s) to users. The distribution fees will apply to all data received and distributed after October 1, 1982. Following conclusion of this MOU, the Council for Scientific and Industrial Research (CSIR) will pay to NOAA any outstanding payments for the access fee of U.S. $600,000 and distribution fees for the period beginning October 1, 1982, through September 30, 1983. The above provisions do not apply to data exchanged under Section II.B.7.

Reasonable notification of any proposed change to these fees, taking into account the budget cycles of the parties to this agreement, shall be provided in writing by the NOAA Assistant Administrator for Environmental

Satellite, Data and Information Services to the Director of the National Institute for Telecommunications Research of CSIR prior to the implementation of the proposed change.

II. Payment Schedule

Payments for each station will be made payable to the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, in U.S. Dollars and to any U.S. bank according to the following schedule:

Date	Payments Due
September 30, 1983	$150,000 access fee for each station for October 1, 1983- December 31, 1983.
December 31, 1983	Distribution fee for July 1, 1983 - September 30, 1983, based on report submitted October 15, 1983.
	$150,000 access fee for each station for January 1, - March 31, 1984.
April 10, 1984	Distribution fee for October 1, 1983 - December 31, 1983 based on report submitted January 15, 1984.
	$150,000 access fee for each station for April 1, - June 30, 1984.

June 30, 1984	Distribution fee for January 1, 1984 - March 31, 1984 based on report submitted April 15, 1984. $150,000 access fee for each station for July 1, - September 30, 1984.
September 30, 1984	Distribution fee for April 1, 1984 - June 30, 1984 based on report submitted July 15, 1984. $150,000 access fee for each station for October 1, - December 31, 1984.

All payments must be received within 30 days from the date of invoice. Charges for late payment will be at the U.S. Treasury Department prevailing rate on the overdue balance for each 30 day period or portion thereof that payment is delayed. Payments should be sent to:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
AT/GSM331 Attn: NOAA Collection Official
6010 Executive Boulevard
Rockville, Maryland 20852
U.S.A.

Distribution fee payments will be based on quarterly distribution reports delivered via air mail or cable to NOAA by CSIR within two weeks after the end of each quarter. Detailed definition of the contents of the quarterly distribution reports will be arranged by the technical representatives responsible for the implementation of this agreement.

III. Contingencies

Should spacecraft or NOAA ground equipment limitations degrade or preclude regular transmission of Landsat data to the CSIR ground station, NOAA, in consultation with CSIR, will appropriately adjust fee payments.

NOAA reserves the right to terminate transmission of Landsat data to CSIR at any time CSIR is in arrears in its payments to NOAA provided that NOAA notifies CSIR 30 days in advance of its intention to terminate transmission for this reason.

IV. Duration of Annex

This Annex will remain in effect until September 30, 1984, and may be extended or revised by mutual agreement of NOAA and CSIR through exchanges of letters between the NOAA Assistant Administrator for Environmental Satellite, Data, and Information Services and the Director of the National Institute for Telcommunications Research of CSIR. NOAA will provide reasonable notification in writing of financial terms and conditions proposed for the period beginning October 1, 1984, which take into account the budget cycles of the parties to this agreement.

CANADA

Pollution: Great Lakes Water Quality

Agreement amending the agreement of November 22, 1978 and supplementing annex 3.
Signed at Halifax October 16, 1983;
Entered into force October 16, 1983.

SUPPLEMENTARY AGREEMENT AMENDING THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND CANADA ON GREAT LAKES WATER QUALITY, 1978

The Government of the United States of America and the Government of Canada,

DESIRING to amend the Agreement on Great Lakes Water Quality, 1978[1] to incorporate a Supplement on Phosphorus Load Reduction,

HAVE AGREED as follows:

ARTICLE I

Annex 3 of the Great Lakes Water Quality Agreement, 1978 is amended by adding to that Annex the Supplement on Phosphorus Load Reduction in the Great Lakes attached hereto. This Supplement shall be regarded as an integral part of the Great Lakes Water Quality Agreement, 1978.

ARTICLE II

This Supplementary Agreement shall enter into force on signature.

[1] TIAS 9257; 30 UST 1383. [Footnote added by the Department of State.]

ACCORD SUPPLÉMENTAIRE MODIFIANT L'ACCORD DE 1978 ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE CANADA RELATIF À LA QUALITÉ DE L'EAU DANS LES GRANDS LACS

Le Gouvernement des États-Unis d'Amérique et le Gouvernement du Canada,

DÉSIRANT modifier l'Accord de 1978 relatif à la qualité de l'eau dans les Grands lacs, afin d'y incorporer un Supplément sur la réduction de la charge en phosphore;

SONT CONVENUS de ce qui suit:

ARTICLE I

L'Annexe 3 de l'Accord de 1978 relatif à la qualité de l'eau dans les Grands lacs est modifiée par l'ajout d'un Supplément sur la réduction de la charge en phosphore, annexé au présent document. Ce Supplément fait partie intégrale de l'Accord de 1978 relatif à la qualité de l'eau dans les Grands lacs.

ARTICLE II

Le présent Accord supplémentaire entre en vigueur au moment de sa signature.

In WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Supplementary Agreement.

DONE in duplicate at Halifax this 16th day of October 1983, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet, ont signé le présent Accord supplémentaire.

FAIT en double exemplaire à Halifax, ce 16ème jour d'octobre 1983, dans les langues française et anglaise, chaque version faisant également foi.

[1]

For the Government of the United States of America
Pour le Gouvernement des États-Unis d'Amérique

[2]

For the Government of the United States of America
Pour le Gouvernement des États-Unis d'Amérique

[3]

For the Government of Canada
Pour le Gouvernement du Canada

[4]

For the Government of Canada
Pour le Gouvernement du Canada

[1] William D. Ruckelshaus.
[2] George P. Shultz.
[3] Charles Caccia.
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[Footnotes added by the Department of State.]

PHOSPHORUS LOAD REDUCTION
SUPPLEMENT TO ANNEX 3 OF THE 1978 AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND CANADA ON GREAT LAKES WATER QUALITY

1. The purpose of this Supplement is to outline measures to fulfill the commitments undertaken pursuant to paragraph 3 of Annex 3 of the 1978 Great Lakes Water Quality Agreement which requires that:

> "...The Parties, in cooperation with the State and Provincial Governments, shall within eighteen months after the date of entry into force of this Agreement confirm the future phosphorus loads, and based on these establish load allocations and compliance schedules, taking into account the recommendations of the International Joint Commission arising from the Pollution from Land Use Activities Reference..."

Phosphorus Target Loads

2. Table 1 establishes the recommended phosphorus target loads which represent planning guides for the Parties. Table 1 replaces the table contained in paragraph 3 of Annex 3 of the 1978 Great Lakes Water Quality Agreement (GLWQA).

Table 1

Basin	Phosphorus Target Loads (metric tonnes per year)
Lake Superior	(see Section 3 (b) below)
Lake Michigan	"
Main Lake Huron	"
Georgian Bay	"
North Channel	"
Saginaw Bay	440 (Note 1)
Lake Erie	11000 (Note 2)
Lake Ontario	7000 (Note 2)

Note 1 Target load designed to alleviate drinking water taste and odour problems.

Note 2 Target loads proposed to meet ecosystem objectives in Annex 3. The allocation of the phosphorus target loads between the two countries shall be consistent with the equal rights of both Parties in the use of their boundary waters.

3. Phosphorus Load Reductions

(a) Lower Lakes:

Table 2 summarizes the estimated phosphorus loadings that will be discharged to the Lower Lakes basins when all municipal waste treatment facilities over one million gallons per day achieve compliance with the 1 milligram per litre (1 mg/l) effluent concentration (on a monthly average basis) as required by Article VI, 1(a) of the 1978 GLWQA. The table also shows the further reductions required to meet the Phosphorus Target Loads.

Table 2

Phosphorus Load Reduction Targets - metric tonnes per year

Basin	Estimated Loadings at 1 mg/l (Note 1)	Phosphorus Target Load	Estimates of Further Reductions Required
Lake Erie	13,000	11,000	2,000
Lake Ontario	8,210	7,000	1,210

(b) Upper Lakes:

Load reductions for the Upper Lakes will be accomplished by achieving the 1 mg/l phosphorus effluent concentration (on a monthly average) at municipal waste treatment facilities discharging more than one million gallons per day. The Parties further agree to maintain the present oligotrophic state of the open waters and relative algal biomass of Lakes Superior and Huron. In addition, the United States agrees to undertake efforts to achieve the substantial elimination of algal nuisance growths in Lake Michigan. Further measures will be implemented as required for Saginaw Bay, various localized nearshore problem areas and Green Bay.

(c) Table 3 presents the distribution of further reductions in phosphorus loading required for Lake Erie (in metric tonnes/year) in order to achieve the estimated target loads. These figures will be used by the Parties in the development of detailed plans for achieving further phosphorus reductions as described in 4(a) and (b) below.

Note 1 Estimated loading when all municipal waste treatment facilities over one million gallons/day achieve 1 mg/l phosphorus effluent target levels.

Table 3
Allocation of reductions to meet target loads
for Lake Erie as shown in Table 1

Canada	U.S.	Total
300	1700	2000

(d) For Lake Ontario, the Parties, in cooperation and full consultation with State and Provincial governments, agree to review the measures to achieve further phosphorus reductions in this Basin and will, within one year, meet to allocate the further phosphorus reductions between the Parties. Plans to achieve the required reductions set out in Table 2 will be developed using these figures in accordance with the procedures described in 4(a) and (b) below.

4. Phosphorus Load Reduction Plans

(a) Phosphorus load reduction plans will be developed and implemented by the Parties in cooperation and full consultation with State and Provincial governments to achieve the phosphorus reductions for Lakes Erie and Ontario described in Table 2. The plans will include phosphorus control programs and other measures as outlined in Section 5 and will describe any additional measures which will be undertaken to evaluate and review progress in achieving the phosphorus load reductions. A staged approach, incorporating target dates for achieving further reductions, will be included in the plans to provide the Parties and State and Provincial governments with a framework for implementing and evaluating the effectiveness of controls.

(b) These detailed plans shall be tabled by the Parties with the International Joint Commission 18 months after agreement on this Supplement to Annex 3. The Parties will provide the Commission with progress reports and annual updates of these plans.

5. Programs and Other Measures

The following phosphorus control programs and measures will be developed and implemented by the Parties in cooperation and full consultation with State and Provincial governments to achieve the required reductions in accordance with the plans developed pursuant to Section 4. The Parties recognize that the responsibility for the control of nonpoint sources is shared between the Parties and the State and Provincial governments.

(a) Municipal Waste Treatment Facilities

(i) Priority will be given to the continuation and intensification of efforts to ensure that municipal waste treatment facilities discharging more than one million gallons per day achieve an effluent concentration of 1 mg/l total phosphorus on a monthly average.

(ii) Where necessary, consideration will be given to operating facilities capable of greater phosphorus reduction at higher levels of phosphorus removal than that required in 5(a)(i).

(iii) Where necessary, municipal waste treatment facilities designed, built, expanded or modified after October 1, 1983 should allow for later modification to provide for greater removal of phosphorus than that required under 5(a)(i).

(b) Detergent Phosphorus Limitation

Priority will be given to continuing efforts to limit phosphorus in household detergents.

(c) Industrial Discharges

Reasonable and practical measures will be undertaken to control industrial sources of phosphorus.

(d) Nonpoint Source Programs and Measures

Priority management areas will be identified and designated for application of urban and agricultural programs and measures which include:

(i) Urban drainage management control programs where feasible consisting of level 1 measures throughout the Great Lakes Basin; and level 2 measures where necessary to achieve reductions or where local environmental conditions dictate (Note 1); and

(ii) Agricultural nonpoint source management programs where feasible consisting of level 1 measures throughout the Basin and level 2 measures where necessary to achieve reductions or where local environmental conditions dictate (Note 1).

Note 1 Level 1 nonpoint source control options include:

Agricultural: adoption of management practices such as: animal husbandry control measures, crop residue management, conservation tillage, no-till, winter cover-crops, crop rotation, strip cropping, vegetated buffer strips along stream and ditch banks, and improved fertilizer management practices.

Urban: adoption of management practices such as: erosion controls, use of natural storage capacities and street cleaning.

Level 2 nonpoint source controls include Level 1 plus:

Agricultural: adoption of intensive practices such as: contour plowing, contour strip cropping, contour diversions, tile outlet-terraces, flow control structures, grassed waterways, sedimentation basins and livestock manure storage facilities.

Urban: adoption of practices such as: artificial detention and sedimentation of stormwater and runoff, and reduction of phosphorus in combined sewer overflows.

(e) Research

Pursuant to the provisions of paragraph 2(e) of Annex 3, the Parties will make special efforts to assure that their research activities will be responsive to the Programs and Other Measures described herein.

(f) Monitoring and Surveillance

The Parties will develop and implement surveillance and monitoring measures to determine the progress of the Phosphorus Load Reduction Plans for the Lower Lakes as called for under Section 4 above, and to evaluate efforts taken by the Parties to reduce phosphorus in the Great Lakes Basin. These measures will include an inventory of areas treated, watershed modelling and improved measurement of tributary loadings to the Lower Lakes for the purpose of providing improved nonpoint source loading estimates and the monitoring of mass loadings to the Upper Lakes to maintain or improve the environmental conditions described in Section 3(b).

6. Review

The Parties shall meet no later than December 31, 1988, to review the effectiveness of the programs and measures described herein, and any remaining load reduction measures required to achieve the target loads.

RÉDUCTION DES APPORTS DE PHOSPHORE
SUPPLÉMENT À L'ANNEXE 3 DE L'ACCORD DE 1978
ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE CANADA
RELATIF À LA QUALITÉ DE L'EAU DANS LES GRANDS LACS

1. L'objet de ce supplément est d'exposer les mesures destinées à remplir les engagements pris conformément au paragraphe 3 de l'annexe 3 de l'Accord de 1978 relatif à la qualité de l'eau dans les Grands Lacs (l'Accord de 1978), selon lequel,

> "...Les Parties, en collaboration avec le gouvernement des États et de la Province doivent, dans les dix-huit mois suivant la date d'entrée en vigueur du présent Accord, confirmer quels seront les apports futurs de phosphore, et, d'après ces derniers, établir des limites d'apport et des calendriers d'application, en tenant compte des recommandations de la Commission mixte internationale découlant de son étude de la pollution due à l'utilisation des terres..."

Apports visés de phosphore

2. Le tableau 1 énumère les apports visés de phosphore, recommandés pour que les Parties orientent leur planification. Le tableau 1 remplace celui du paragraphe 3 de l'annexe 3 de l'Accord de 1978 relatif à la qualité de l'eau dans les Grands lacs (l'Accord de 1978).

Tableau 1

Bassin	Apports visés de phosphore (tonnes métriques par an)
Lac Supérieur	(V. art. 3 b) ci-dessous)
Lac Michigan	"
Lac Huron, cuvette principale	"
Baie Georgienne	"
Chenal nord	"
Baie Saginaw	440 (Note 1)
Lac Érié	11000 (Note 2)
Lac Ontario	7000 (Note 2)

Note 1 Pour améliorer le goût et l'odeur de l'eau potable.

Note 2 Pour atteindre les objectifs concernant l'écosystème, énumérés à l'annexe 3. La répartition des apports entre les deux pays doit être compatible avec les droits égaux des deux Parties à utiliser leurs eaux limitrophes.

3. Réduction des apports de phosphore

(a) Pour les lacs de la partie inférieure du bassin des Grans Lacs:

Le Tableau 2 donne les rejets estimatifs de phosphore quand les effluents de toutes les installations municipales de traitement des eaux usées produisant plus d'un million de gallons par jour respecteront la limite de 1 milligramme le litre (1 mg/l), moyenne mensuelle, prescrite à l'article VI, 1a) de l'Accord de 1978. Le tableau donne également les réductions supplémentaires nécessaires pour atteindre les objectifs.

Tableau 2

Réduction visée des apports de phosphore
(en tonnes métriques par an)

Bassin	Apport estimatif à 1 mg/l (Note 1)	Apport visé de phosphore	Réduction supplémentaire
Lac Érié	13,000	11,000	2,000
Lac Ontario	8,210	7,000	1,210

(b) Pour les lacs de la partie supérieure du bassin:

Les apports seront réduits quand la concentration en phosphore des effluents des installations municipales de traitement des eaux usées qui en produisent plus d'un million de gallons par jour sera de 1 mg/l, moyenne mensuelle. De plus, les Parties conviennent de maintenir l'oligotrophie actuelle des eaux libres et la biomasse relative des algues dans les lacs Supérieur et Huron. Les États-Unis conviennent également d'entreprendre des efforts pour réduire considérablement la prolifération des algues dans le lac Michigan. D'autres mesures seront mises en vigueur, au besoin, dans la baie Saginaw, en divers endroits problèmes localisés près des rives et dans la baie Green.

(c) Le tableau 3 répartit les réductions supplémentaires (en tonnes métriques/an) afin d'atteindre les apports visés de phosphore dans le lac Érié. Les Parties s'inspireront des chiffres dudit tableau pour élaborer les plans détaillés décrits aux alinéas 4 a) et b) ci-dessous.

Note 1 Apport estimatif quand les effluents de toutes les installations municipales de traitement des eaux usées qui en produisent plus d'un million de gallons par jour atteindront le niveau cible de 1 mg/l de phosphore.

Tableau 3
Répartition des réductions des apports pour atteindre les apports visés du tableau 1, relatifs au lac Érié

Canada	États-Unis	Total
300	1700	2000

(d) De concert et d'accord avec les gouvernements des États et de la Province, les Parties conviennent de revoir les mesures destinées à réduire davantage les apports de phosphore dans le lac Ontario et se rencontreront, dans moins d'un an, pour se répartir la tâche entre elles. Les plans pour réaliser les réductions supplémentaires exposées au tableau 2 seront élaborés à partir de ces chiffres, conformément aux modalités des alinéas 4 a) et b) ci-dessous.

4. Plans pour réduire les apports de phosphore

(a) Ils seront élaborés et mis en oeuvre par les Parties, de concert et d'accord avec les gouvernements des États et de la Province, à l'égard des lacs Érié et Ontario et conformément au tableau 2. Ils incluront des programmes et d'autres mesures, décrits à l'article 5, et décriront toutes les mesures supplémentaires qui seront mises en oeuvre pour contrôler et évaluer les progrès réalisés. Un calendrier de réalisation des réductions supplémentaires sera joint aux plans pour guider les Parties et les gouvernements des États et de la Province dans l'exécution des mesures et l'évaluation de leur efficacité.

(b) Les Parties doivent déposer ces plans détaillés devant la Commission mixte internationale, 18 mois après qu'elles se seront entendues sur le présent supplément. Elles feront périodiquement rapport à la Commission sur la réalisation et la mise à jour annuelle de ces plans.

5. Programmes et autres mesures

Les Parties élaboreront et mettront en oeuvre les programmes et les mesures de déphosphatation qui suivent, de concert et d'accord avec les gouvernements des États et de la Province pour aboutir aux réductions conformes aux plans établis en vertu de l'article 4. Elles reconnaissent que la responsabilité de la déphosphatation aux sources non ponctuelles est partagée entre les Parties et les gouvernements des États et de la Province.

(a) Installations municipales de traitement de déchets

(i) La priorité sera accordée à la poursuite et à l'intensification des efforts pour s'assurer que les installations qui rejettent plus d'un million de gallons par jour d'effluents, en abaissent la concentration de phosphore total à 1 mg/l, moyenne mensuelle.

(ii) S'il y a lieu, l'attention portera sur les installations capables d'éliminer davantage de phosphore à des taux de déphosphatation supérieurs à celui qui est exigé au sous-alinéa 5 a)(i).

(iii) S'il y a lieu, les installations conçues, construites, agrandies ou modifiées après le 1er octobre 1983, devraient pouvoir être ultérieurement modifiées de façon à éliminer plus de phosphore que ce qui est exigé au sous-alinéa 5 a)(i).

(b) Limitation du phosphore dans les détergents

La priorité sera accordée aux efforts soutenus pour limiter la quantité de phosphore dans les détergents ménagers.

(c) Rejets industriels

Des mesures raisonnables et pratiques seront prises pour neutraliser les sources industrielles de phosphore.

(d) Programmes et mesures pour les sources non ponctuelles

Les secteurs prioritaires de gestion seront déterminés et désignés pour l'application de programmes et de mesures urbains et ruraux qui comprennent:

(i) En milieu urbain, des programmes de correction de l'évacuation des eaux comportant des mesures de niveau 1, pour l'ensemble du bassin des Grands Lacs, et des mesures de niveau 2, là où il faut réduire les apports ou là où les conditions d'environnement local l'exigent (Note 1);

(ii) En milieu rural, des programmes de neutralisation des sources agricoles non ponctuelles, là où c'est faisable, comportant des mesures de niveau 1 pour l'ensemble du bassin et des mesures de niveau 2, là où il faut réduire les apports et là où les conditions d'environnement local l'exigent (Note 1).

(e) Recherche

Conformément aux clauses de l'alinéa 2 e) de l'annexe 3, les Parties feront des efforts particuliers pour s'assurer que leur recherche correspondra aux programmes et aux autres mesures décrits dans le présent supplément.

Note 1 Les mesures de niveau 1 comprennent:

En milieu rural: adoption de techniques de gestion telles que: réglementation des élevages, gestion des résidus de récolte, labours de conservation, travail nul du sol, cultures de couverture d'hiver, assolement, culture en bande, lisières tampons de végétation le long des cours d'eau et des fossés, et emploi à meilleur escient des amendements, par exemple.

En milieu urbain: adoption de techniques de gestion telles que: défense contre l'érosion, utilisation de moyens naturels de stockage et nettoyage des rues.

Les mesures de niveau 2 comprennent celles du niveau 1 plus:

En milieu rural: adoption de techniques intensives telles que: le labour suivant les courbes de niveau et la dérivation des eaux, la culture en bandes suivant les courbes de niveau, le stockage de l'eau sur les terraces dotées de conduits de trop-plein, des ouvrages pour régulariser l'écoulement, le gazonnement des chenaux, des bassins de sédimentation et des installations pour emmagasiner le fumier, par exemple.

En milieu urbain: adoption de techniques telles que: retenue et décantation des eaux de pluie dans des ouvrages à cette fin et de ruissellement, déphostation du trop-plein des égouts unitaires.

(f) Contrôle et surveillance

Les Parties mettront au point et appliqueront des mesures de surveillance et de contrôle pour mesurer les progrès des plans de réduction des apports de phosphore dans les lacs de la partie inférieure du bassin des Grands Lacs, prévus à l'article 4 ci-dessus et pour évaluer leurs efforts en vue de réduire le phosphore dans tout le bassin. Ces mesures comprendront un inventaire des régions affectées, la modélization de la ligne de partage des eaux et des déterminations plus exactes des apports des affluents des lacs de la partie inférieure du bassin pour mieux estimer les apports des sources non ponctuelles et la surveillance des apports massiques dans les lacs de la partie supérieure afin de maintenir ou d'améliorer les conditions environnementales décrites à l'article 3 b).

6. Examen

Les Parties doivent se rencontrer pas plus tard que le 31 décembre 1988 pour examiner l'efficacité des programmes et des mesures décrits ci-dessus et toute réduction qui restera à réaliser pour atteindre les apports visés.

CANADA

Oceanography: Ocean Drilling

Memorandum of understanding signed at Washington and Ottawa October 18 and 19, 1983;
Entered into force October 19, 1983.

MEMORANDUM OF UNDERSTANDING

Between the National Science Foundation
in Washington, D.C.
for the United States of America

and

The Department of Energy, Mines and Resources
in Ottawa, Ontario
for Canada

on the participation of Canada

in the Ocean Drilling Program

as a Candidate Member

The Ocean Drilling Program (ODP) is a program of scientific ocean drilling designed to improve fundamental understanding of the physical, chemical and biological processes that determine the geological history, structure and evolution of the oceanic lithosphere (sediments and crust). The Ocean Drilling Program is a successor to the Deep Sea Drilling Project, which began in 1968, and the International Phase of Ocean Drilling, which began in 1975. The program will involve a change of the drilling platform from the Glomar Challenger to a larger drillship with at least a limited riser capability.

During the period October 1983 - October 1984, the National Science Foundation intends to award contracts necessary to refit an existing drillship for scientific ocean drilling and for subsequent program operations. During this same period, all regular and candidate member countries will participate in science planning activities to establish the areas of priority for drilling operations. In October 1984, a nine-year program of Ocean Drilling is scheduled to begin.

The Ocean Drilling Program will be conducted by one or more contractors, responsible to the National Science Foundation, who will carry out the functions of science planning, science operations, and vessel operations. The Joint Oceanographic Institutions for Deep Earth Sampling (JOIDES) is the international body responsible for developing scientific plans and providing general scientific direction for the Ocean Drilling Program. The Science Planning Contractor will organize and provide administrative support to JOIDES.

Accordingly, the National Science Foundation and the Department of Energy, Mines and Resources agree to cooperate in the Ocean Drilling Program, as outlined above, in accordance with the following articles:

Article 1 - MEMBERSHIP STATUS

The Department of Energy, Mines and Resources of Canada elects to be a candidate member with rights, privileges, and financial commitments as defined.

Article 2 - OCEAN DRILLING PROGRAM EXTENSION OPTION

The Department of Energy, Mines and Resources endorses, in principle, a ten-year program of Ocean Drilling including the first-year "planning period" followed by a nine-year drilling and coring program. This Memorandum of Understanding ensures Canada's involvement in all scientific planning activities that take place between October 1, 1983, and September 30, 1984. In the event drilling begins later than October 1, 1984, the "planning period" is understood to be extended to cover the resultant interval without any increase in Canadian contributions. At the end of the "planning period", Canada will elect either to become a regular member participant in the Ocean Drilling Program either singly or as a member of a consortium, or to resign from the program.

Article 3 - SCIENTIFIC PLANNING

Scientific planning and direction of the Ocean Drilling Program shall be the responsibility of JOIDES. The Department of Energy, Mines and Resources will be a member of JOIDES, and will be represented on each committee, panel, or working group thereof. International membership and representation in JOIDES is restricted to regular and candidate members, including consortia, but excluding the individual members of consortia. Candidate members will be members of JOIDES during the "planning period". JOIDES shall have the right to comment and advise on the annual program plans and budgets prepared by the contractors, prior to their adoption by the National Science Foundation.

Article 4 - OCEAN DRILLING COUNCIL

Canada will be a member of the Ocean Drilling Council. The members of the Council will be representatives of each country contributing to the support of the Ocean Drilling Program, regardless of whether it is participating as an individual member or as a member of a consortium. Members of the Council and their alternates will be designated by the participating countries. There will be one representative of each participating country, except that additional representation from the United States may be appropriate.

The Council shall serve as a consultative body reviewing financial, managerial, and other matters involving the overall support of the Ocean Drilling Program. The Council shall provide a forum for exchange of views among the contributing countries. No formal voting procedures will be established.

The National Science Foundation representative will serve as permanent Chairman of the Council. A formal agenda will be prepared for each meeting and written records of each meeting will be kept. The National Science Foundation will provide secretariat services to the Council.

The Council will normally meet once each year. The annual meeting shall include a financial report and discussion, an audit report, a review of scientific and technical achievements for the past year, draft program plans and budgets for the coming year, and

other topics of mutual interest. Normally, all regular meetings of the Council will take place in Washington, D.C.

Liaison representatives of prime contractors and important scientific planning entities will be available to the Council.

Article 5 - RIGHT TO MAKE PROPOSALS; DATA PRIVILEGES

The Department of Energy, Mines and Resources will have the right:

a) to make proposals to JOIDES of scientific projects or objectives of special interest to Canada.
b) to participate in the analysis, and have access to the data, of geophysical and other site surveys performed in support of the program.

Additional site surveys may be contributed by Canada as its scientific interests and available resources allow. Site surveying will be coordinated by JOIDES.

Article 6 - VISA AND CUSTOMS FACILITATION

The National Science Foundation will facilitate, to the extent feasible, through collaboration with the appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from the United States of personnel, equipment, and supplies when required for participation or utilization in the Ocean Drilling Program.

Article 7 - FINANCIAL CONTRIBUTION

The Department of Energy, Mines and Resources will support the Ocean Drilling Program with a total contribution of United States two hundred thousand dollars (U.S. $200,000) in cash payable to the National Science Foundation for the "planning period". Should the Ocean Drilling Program be terminated before September 30, 1984, Canada will be reimbursed on the basis of one-twelfth of its total contribution for each month of curtailment. Should Canada withdraw from the Program, under the provisions of Article 11 below, no refund of contributions will be made.

The financial contributions of all participants will be commingled to support the total program costs. "Program costs" are determined by the National Science Foundation, and are those costs incurred in support of contractors performing functions for joint planning and operations of the Ocean Drilling Program, and program direction and management costs incurred by the National Science Foundation which relate to international participation. Activities which may be carried out by the National Science Foundation's contractors in direct support of United States scientific undertakings are not program costs and will not be funded from commingled accounts.

Article 8 - SALARIES, TRAVEL AND EXPENSES

Salaries, travel and expenses for participants representing Canada will be borne by Canada.

Article 9 - CONSULTATION
Meetings of the National Science Foundation and representatives of the Department of Energy, Mines and Resources may be held at any time upon the request of either party to discuss the terms and conditions of this Memorandum of Understanding and other matters of mutual interest.

Article 10 - AMENDMENTS
Amendments or modifications to this Memorandum of Understanding may be made by written consent of the participating agencies in the form of an Annex.

Article 11 - TERMINATION NOTICE
Obligations arising from this Memorandum of Understanding may be terminated by either party giving the other party written notice at least six months in advance.

Done in Washington, D.C., and Ottawa, Ontario, in duplicate on October 18, 1983, and October 19, 1983, respectively.

by:

W. W. Hutchison
Assistant Deputy Minister,
Earth Sciences
Department of Energy, Mines
and Resources

on:

October 19, 1983
Date

by:

Edward A. Knapp
Director
National Science Foundation

on:

October 18, 1983
Date

ANNEX A

MEMORANDUM OF UNDERSTANDING

Between the National Science Foundation
in Washington, D.C.
for the United States of America

and

The Department of Energy, Mines and Resources
in Ottawa, Ontario
for Canada

on the participation of Canada

in the Ocean Drilling Program

as a Candidate Member

FINANCIAL CONTRIBUTION

1. The Department of Energy, Mines and Resources of Canada will, after receiving appropriate authority, support the "planning period" of the Ocean Drilling Program in accordance with the schedule of contributions set out below:

For the period October 1, 1983 to March 31, 1984	- US $100,000
For the period April 1, 1984 to September 30, 1984	- US $100,000
	US $200,000

2. The payment of a financial contribution will be in accordance with the terms of the Memorandum of Understanding and upon receipt of two invoices from the National Science Foundation, each for $100,000, dated October 1, 1983, and April 1, 1984, to cover the periods specified in 1. above.

Done in Washington, D.C., and Ottawa, Ontario, in duplicate on October 18, 1983, and October 19, 1983, respectively.

by:

W. W. Hutchison
Assistant Deputy Minister,
Earth Sciences
Department of Energy, Mines
and Resources

on:

October 19, 1983
Date

by:

Edward A. Knapp
Director
National Science Foundation

on:

October 18, 1983
Date

CANADA

Scientific Cooperation: Furnishing of Balloon Launching and Associated Services

Memorandum of understanding signed at Washington and Ottawa August 26 and September 9, 1983;
Entered into force September 9, 1983.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND THE

NATIONAL RESEARCH COUNCIL OF CANADA

CONCERNING THE FURNISHING OF
BALLOON LAUNCHING AND ASSOCIATED SERVICES

The National Aeronautics and Space Administration (NASA) and the National Research Council of Canada (NRCC) set forth in this Memorandum of Understanding their general understandings: (1) as to the conditions under which NASA will furnish balloon launching and associated services for scientific investigators from Canada on a reimbursable basis, and (2) as to the responsibilities of NASA and NRCC in connection with such launchings. At appropriate times in the future, separate launch services arrangements will be entered into by NASA and NRCC, which shall express the specific terms and conditions under which NASA will furnish launching and associated services for individual launchings requested by NRCC and which shall be in accord with the general understandings set forth in this Memorandum.

Article 1 - NASA Responsibilities

A. NASA will use its best efforts to carry out the following responsibilities:

1. To the maximum extent feasible, schedule the launching within the general time period requested by NRCC.

2. Provide through the University Corporation for Atmospheric Research (UCAR), or a successor facilities contractor, necessary facilities and services for operations including preparation for launch, tracking, recovery, and data retrieval; administration; and engineering support as mutually agreed.

3. Conduct launch operations, including range safety, Federal Aviation Administration and International Civil Aviation Organization coordination, launch vehicles, ancillary equipment and launch crews.

4. Furnish technical consultation or additional services in support of specific or general NRCC launch requirements as may be mutually agreed.

B. Where NASA deems it appropriate, these responsiblities will be carried out by UCAR or a successor facilities contractor. Reference herein to UCAR means UCAR or a successor contractor.

Article 2 - NRCC Responsibilities

A. NRCC will use its best efforts to carry out the following responsibilities:

1. Design, develop and test the payload(s) to be launched under this agreement.

2. Furnish information to NASA on its requirements for a particular launching or series of launchings, at least six months prior to the requested launch date. Such information will include details as to the scientific objectives, payload description, approximate launching dates, flight operations requirements and any other information requested by NASA for planning purposes.

3. Provide a flight-ready payload at the launching range, in accordance with time schedules agreed upon under the launch services arrangement.

B. NRCC may designate a University or other appropriate institute in Canada to carry out these responsibilities. Such designation shall be made by NRCC in writing as an endorsement to accompany any application for balloon flights under this Memorandum of Understanding.

Article 3 - Launch Site

A. Launchings will normally be conducted from the National Scientific Balloon Facility (NSBF) in Palestine, Texas.

B. In the case of requests for launch services from a site other than NSBF, the request should demonstrate that there is a compelling scientific reason for the flight to be launched at a remote site.

Article 4 - Financial Principles

A. Based upon the information provided by NRCC pursuant to Article 2, paragraph A.2., NASA will provide an estimate of the reimbursable charges for the requested balloon launching and associated services.

B. It is understood that in the case of flights originating outside of NSBF, reimbursement will be required for the cost of transporting personnel and equipment, equipment rentals, per diem, overtime, and other out-of-pocket expenses that would not be incurred for launchings from NSBF. When more than one flight is involved at a remote location these costs will be prorated among all investigators on a per-flight basis.

C. NRCC agrees to deposit at least one month prior to the requested date of the balloon flight, U.S. dollar funds in the amount of the estimated reimbursable charges in an account at NASA established for that purpose. A late payment penalty of one and one-half (1 1/2) per cent per month or portion thereof will be assessed and added to the amount of any payment not received by NASA by that date.

D. In the event the final cost of the services provided in accordance with this agreement exceeds the funds provided, NRCC agrees to provide additional funds as required to meet all obligations which it has incurred within sixty days of notification of the final cost. If on termination of a balloon flight project undertaken pursuant to this agreement there is an unused balance in the account, NRCC will provide to NASA instruction for the disposition of such funds.

E. It is understood that the ability of NASA and NRCC to carry out their obligations is subject to their respective funding procedures.

Article 5 - Liability

A. NASA and NRCC agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this agreement, neither NASA nor NRCC, shall make any claim with respect to injury or death of its own or its contractors' or its subcontractors' or other users' employees or damage to its own or its contractors' or its subcontractors' or other users' property caused by activities arising out of or connected with this project, whether such injury, death or damage arises through negligence or otherwise.

B. With regard to third party liability, the following will apply:

1. UCAR has a policy for balloon operations conducted or supervised by UCAR personnel, under which UCAR, the Government of the United States and the user-institution are insured - to the extent of the policy coverage - for legal liability arising from third-party claims. Types of coverage and limits of coverage are as follows:

   a. For claims involving balloon operations, the amount of coverage is 100,000,000 U.S. dollars excluding damage due to radioactive sources (if any) carried in the balloon payload.

   b. For claims involving UCAR-operated tracking aircraft, the amount of coverage is at least 50,000,000 U.S. dollars.

2. UCAR and the Government of the United States are insured - to the extent of the policy coverage - for legal liability arising out of claims involving UCAR-operated vehicles and general liability hazards. The limits of coverage are 500,000 U.S. dollars bodily injury and 300,000 U.S. dollars property damage. In addition to these limits, UCAR maintains an umbrella policy which provides 10,000,000 U.S. dollars of additional coverage for such claims.

3. UCAR will maintain these policies with respect to all flights conducted or supervised by it pursuant to this Memorandum of Understanding, provided that if any of these policies are cancelled, terminated or otherwise expire, no flights will be undertaken under this Memorandum of Understanding until such time as said policy has been renewed or until substantially similar insurance in like amounts has been obtained.

4. Provided the procedures of paragraph 5, below, have been followed, the NRCC agrees to hold UCAR and its employees and agents and the Government of the United States and its employees and agents, harmless and to indemnify them for amounts paid by them as a result of judgments rendered against them or settlements made by them with respect to third-party claims for damage to or loss of property (other than the balloon or scientific payload) or death or injury to persons arising out of activities under this Memorandum of Understanding.

However, no idemnification will be required for such amounts that are paid or payable to UCAR or the Government of the United States under the insurance cited in paragraph 1, above, or such other insurance as may be applicable.

5. In the event any claim, demand, or legal action is brought against UCAR or its employees or agents, or the Government of the United States or its employees or agents, for damages to or loss of property (other than the balloon or scientific payload) or for death or injury to persons arising out of activities under this Memorandum of Understanding, the NRCC will be promptly notified. If the amount claimed exceeds or might exceed the coverage of the policies cited above, or if the claim might not be within the coverage of the policies cited above, or if the claim might not be within the coverage of any of said policies, (i) no settlements in excess of the insurance coverage or which would not be covered by any of said insurance policies will be made without the concurrence of NRCC, and (ii) NRCC, to the extent practical, will be allowed to participate in the defense of any legal actions.

Article 6 - Patent and Data Rights

A. NASA will not acquire, as a result of the launch and associated services provided under this Agreement, any rights to the NRCC's or its scientific investigators' inventions or patents which may be used in or result from the payload, or any rights to their proprietary data. NASA considers any data derived from the payload (including data reduction and analysis) by NASA in carrying out the launch and associated services to be the property of the NRCC and/or its scientific investigators, and in order to protect any intellectual property rights therein, NASA will deliver said data to the NRCC or its representative, as promptly as possible following its receipt (and processing if necessary) by NASA.

B. Notwithstanding the provisions of A. above, it is to be understood that the information to be furnished to NASA under paragraph A 2. of Article 2 in order to facilitate the launching and associated services is to be provided without use and disclosure restrictions.

Article 7 - Public Information

NASA and NRCC may release information covering their own portions of the project. If the participation of the other is involved, the parties shall consult prior to release of information. Disclosure or witholding of information by NASA is subject to domestic law.

Article 8 - Amendments

Amendments to this Memorandum of Understanding shall be by written agreement.

Article 9 - Entry into Force and Termination

This agreement shall enter into force on the date of signature thereof and shall remain in force until terminated by either party. This Memorandum of Understanding may be terminated by either party upon the furnishing of thirty (30) days advance written notice to the other party.

Upon termination, NRCC agrees to pay all costs incurred up to the point of termination and if termination is by NRCC, the costs resulting from the termination.

[1]

For the U.S. National Aeronautics and Space Administration

8-26-83
Date

at
Washington D.C.

[2]

For the National Research Council of Canada

12.9.83
Date

at
Ottawa, Ont.

[1] Kenneth S. Pedersen.
[2] B.D. Leddy.

DENMARK

Scientific Cooperation: Balloon Launching and Associated Services

Memorandum of understanding signed at Copenhagen and Washington September 14 and 20, 1983;
Entered into force September 20, 1983.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND THE

DANISH RESEARCH ADMINISTRATION

CONCERNING THE FURNISHING OF
BALLOON LAUNCHING AND ASSOCIATED SERVICES

The National Aeronautics and Space Administration (NASA) and the Danish Research Administration (DF) set forth in this Memorandum of Understanding their general understandings: (1) as to the conditions under which NASA will furnish balloon launching and associated services for scientific investigators from Denmark on a reimbursable basis, and (2) as to the responsibilities of NASA and DF in connection with such launchings. At appropriate times in the future, separate launch services arrangements will be entered into by NASA and DF, which shall express the specific terms and conditions under which NASA will furnish launching and associated services for individual launchings requested by DF and which shall be in accord with the general understandings set forth in this Memorandum.

Article 1 - NASA Responsibilities

A. NASA will use its best efforts to carry out the following responsibilities:

1. To the maximum extent feasible, schedule the launching within the general time period requested by DF.

2. Provide through the University Corporation for Atmospheric Research (UCAR), or a successor facilities contractor, necessary facilities and services for operations including preparation for launch, tracking, recovery, and data retrieval; administration; and engineering support as mutually agreed.

3. Conduct launch operations, including range safety, Federal Aviation Administration and International Civil Aviation Organization coordination, launch vehicles, ancillary equipment and launch crews.

4. Furnish technical consultation or additional services in support of specific or general DF launch requirements as may be mutually agreed.

B. Where NASA deems it appropriate, these responsibilities will be carried out by UCAR or a successor facilities contractor. Reference herein to UCAR means UCAR or a successor contractor.

Article 2 - DF Responsibilities

A. DF will use its best efforts to carry out the following responsibilities:

1. Design, develop and test the payload(s) to be launched under this agreement.

2. Furnish information to NASA on its requirements for a particular launching or series of launchings, at least six months prior to the requested launch date. Such information will include details as to the scientific objectives, payload description, approximate launching dates, flight operations requirements and any other information requested by NASA for planning purposes.

3. Provide a flight-ready payload at the launching range, in accordance with time schedules agreed upon under the launch services arrangement.

B. DF may designate a University or other appropriate institute in Denmark to carry out these responsibilities. Such designation shall be made by DF in writing as an endorsement to accompany any application for balloon flights under this Memorandum of Understanding.

Article 3 - Launch Site

A. Launchings will normally be conducted from the National Scientific Balloon Facility (NSBF) in Palestine, Texas.

B. In the case of requests for launch services from a site other than NSBF, the request should demonstrate that there is a compelling scientific reason for the flight to be launched at a remote site.

Article 4 - Financial Principles

A. Based upon the information provided by DF pursuant to Article 2, paragraph A.2., NASA will provide an estimate of the reimbursable charges for the requested balloon launching and associated services.

B. It is understood that in the case of flights originating outside of NSBF, reimbursement will be required for the cost of transporting personnel and equipment, equipment rentals, per diem, overtime, and other out-of-pocket expenses that would not be incurred for launchings from NSBF. When more than one flight is involved at a remote location these costs will be prorated among all investigators on a per-flight basis.

C. DF agrees to deposit at least one month prior to the requested date of the balloon flight, U.S. dollar funds in the amount of the estimated reimbursable charges in an account at NASA established for that purpose. A late payment penalty of one and one-half (1 1/2) per cent per month or portion thereof will be assessed and added to the amount of any payment not received by NASA by that date.

D. In the event the final cost of the services provided in accordance with this agreement exceeds the funds provided, DF agrees to provide additional funds as required to meet all obligations which it has incurred within sixty days of notification of the final cost. If on termination of a balloon flight project undertaken pursuant to this agreement there is an unused balance in the account, DF will provide to NASA instruction for the disposition of such funds.

E. It is understood that the ability of NASA and DF to carry out their obligations is subject to their respective funding procedures.

Article 5 - Liability

A. NASA and DF agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this agreement, neither NASA nor DF, shall make any claim with respect to injury or death of its own or its contractors' or its subcontractors' or other users' employees or damage to its own or its contractors' or its subcontractors' or other users' property caused by activities arising out of or connected with this project, whether such injury, death or damage arises through negligence or otherwise.

B. With regard to third party liability, the following will apply:

1. UCAR has a policy for balloon operations conducted or supervised by UCAR personnel, under which UCAR, the Government of the United States and the user-institution are insured - to the extent of the policy coverage - for legal liability arising from third-party claims. Types of coverage and limits of coverage are as follows:

   a. For claims involving balloon operations, the amount of coverage is $100,000,000 excluding damage due to radioactive sources (if any) carried in the balloon payload.

   b. For claims involving UCAR-operated tracking aircraft, the amount of coverage is at least $50,000,000.

2. UCAR and the Government of the United States are insured - to the extent of the policy coverage - for legal liability arising out of claims involving UCAR-operated vehicles and general liability hazards. The limits of coverage are $500,000 bodily injury and $300,000 property damage. In addition to these limits, UCAR maintains an umbrella policy which provides $10,000,000 of additional coverage for such claims.

3. UCAR will maintain these policies with respect to all flights conducted or supervised by it pursuant to this Memorandum of Understanding, provided that if any of these policies are cancelled, terminated or otherwise expire, no flights will be undertaken under this Memorandum of Understanding until such time as said policy has been renewed or until substantially similar insurance in like amounts has been obtained.

4. Provided the procedures of paragraph 5, below, have been followed, the DF agrees to hold UCAR and its employees and agents and the Government of the United States and its employees and agents, harmless and to indemnify them for amounts paid by them as a result of judgments rendered against them or settlements made by them with respect to third-party claims for damage to or loss of property (other than the balloon or scientific payload) or death or injury to persons arising out of activities under this Memorandum of Understanding.

However, no idemnification will be required for such amounts that are paid or payable to UCAR or the Government of the United States under the insurance cited in paragraph 1, above, or such other insurance as may be applicable.

5. In the event any claim, demand, or legal action is brought against UCAR or its employees or agents, or the Government of the United States or its employees or agents, for damages to or loss of property (other than the balloon or scientific payload) or for death or injury to persons arising out of activities under this Memorandum of Understanding, the DF will be promptly notified. If the amount claimed exceeds or might exceed the coverage of the policies cited above, or if the claim might not be within the coverage of the policies cited above, or if the claim might not be within the coverage of any of said policies, (i) no settlements in excess of the insurance coverage or which would not be covered by any of said insurance policies will be made without the concurrence of DF, and (ii) DF, to the extent practical, will be allowed to participate in the defense of any legal actions.

Article 6 - Patent and Data Rights

A. NASA will not acquire, as a result of the launch and associated services provided under this Agreement, any rights to the DF's or its scientific investigators' inventions or patents which may be used in or result from the payload, or any rights to their proprietary data. NASA considers any data derived from the payload (including data reduction and analysis) by NASA in carrying out the launch and associated services to be the property of the DF and/or its scientific investigators, and in order to protect any intellectual property rights therein, NASA will deliver said data to the DF or its representative, as promptly as possible following its receipt (and processing if necessary) by NASA.

B. Notwithstanding the provisions of A. above, it is to be understood that the information to be furnished to NASA under paragraph A 2. of Article 2 in order to facilitate the launching and associated services is to be provided without use and disclosure restrictions.

Article 7 - Public Information

NASA and DF may release information covering their own portions of the project. If the participation of the other is involved, the parties shall consult prior to release of information. Disclosure or withholding of information by NASA is subject to domestic law.

Article 8 - Amendments

Amendments to this Memorandum of Understanding shall be by written agreement.

Article 9 - Entry into Force and Termination

This agreement shall enter into force on the date of signature thereof and shall remain in force until terminated by either party. This Memorandum of Understanding may be terminated by either party upon the furnishing of thirty (30) days advance written notice to the other party.

Upon termination, DF agrees to pay all costs incurred up to the point of termination and if termination is by DF, the costs resulting from the termination.

[1]

For the U.S. National Aeronautics and Space Administration

20 September 1983

Date

at

Washington D.C.

[2]

For the Danish Research Administration

Flemming Woldbye

14th September 1983

Date

at

Copenhagen

6557B

[1] Kenneth S. Pedersen.
[2] Flemming Woldbye.

BRAZIL

Shipping: Equal Access to Government-Controlled Cargoes

Agreement amending and extending the agreement of November 17, 1977, as extended.
Effected by exchange of letters
Signed at Rio de Janeiro October 26, 1983;
Entered into force October 26, 1983.

The Maritime Administrator, Department of Transportation, to the Brazilian National Superintendent of Merchant Marine, Ministry of Transportation

U.S. Department of Transportation
Maritime Administration

Administrator

400 Seventh Street, S.W.
Washington, D.C. 20590

October 26, 1983

Admiral Jonas Corrêa da Costa Sobrinho
Superintendente Nacional da Marinha Mercante
Avenida Rio Branco 115 - 149 andar
Rio de Janeiro, Brazil

Dear Admiral Jonas:

I refer to the agreement between the Government of the United States of America and the Government of the Federative Republic of Brazil contained in the Memorandum of Consultation of March 7, 1970,[1] and subsequent exchanges of letters between both sides which set forth the arrangements for equal access to the carriage of government-controlled cargoes in the oceanborne U.S./Brazil trade.[2]

The Government of the United States of America proposes that this agreement be renewed until December 31, 1985. In addition, we propose the following undertakings to accompany the agreement:

1 - During the period that this agreement is in force the parties agree to use their best efforts to avoid alterations in their respective laws and regulations concerning controlled cargoes, to ensure that the ratio of these cargoes moving in the bilateral liner trade shall not be increased and exceed the same ratio historically realized during the base period. For purposes of this agreement, the base period shall be calendar years 1981 through 1983 inclusive.

2 - The parties agree that all cargo not accounted for under pools duly established in the bilateral trade, with the exception of controlled cargo, shall be open to competition for carriage by all flag vessels of the parties.

3 - The parties acknowledge the importance of the active presence of third flag carriers in the bilateral trade as favorable to the efficient flow of commerce. The presence of third flags in the bilateral trade shall be undertaken strictly in accordance with the laws and regulations of both parties.

The flag vessels of third countries shall have access to non-pooled cargo, equivalent to that established in paragraph 2 above, provided the same rights are granted by such third countries to the parties to this agreement.

4 - Concerning "crosstrades," each party acknowledges the interest of the other party in securing for its flag vessels a fair opportunity to compete for the carriage of cargo in the liner trades of the other party with third countries.

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[1] Not printed.
[2] Exchanges of letters Nov. 17, 1977 and Oct. 30, 1980. TIAS 8981, 9923; 29 UST 2860; 32 UST 4003.

Each party will make its best efforts to avoid taking any action which excludes the vessels of the other party from cargoes which may be available to other crosstraders in its trades with third countries.

This participation will be undertaken wherever feasible and acceptable, in accordance with the laws, regulations and international agreements of each party.

5 - Both parties recognize that rates, services, practices and agreements are essentially matters to be dealt with by the carriers or their conferences. Whenever necessary government actions taken by either party with respect to such rates, services, practices and agreements of common carriers by water or conference of such carriers will be restricted to approval or disapproval in accordance with its laws and regulations for the purpose of maintaining just and reasonable general level of freight rates in the bilateral liner trade, and to avoid unreasonable high or low rates as to be detrimental to bilateral commerce.

6 - Each party shall use its best efforts to ensure that firms, enterprises and companies of the other party which engage in shipping services are afforded access to port and harbor facilities and services, particularly with respect to vessels, containers and support equipment, which is at least equivalent to that enjoyed by its own firms, enterprises and companies which are engaged in shipping services.

Furthermore, each party shall use its best efforts to ensure that firms, enterprises and companies of the other party that engage in shipping services are allowed the opportunity to maintain facilities in its territory, including the right to advertise, solicit cargo and exercise other functions, in accordance with the laws and regulations of the host party.

If this proposal is acceptable to the Government of the Federative Republic of Brazil, I wish further to propose that this letter, together with your letter of acceptance, constitute an agreement between our two Governments extending until December 31, 1985, the agreement relating to equal access to ocean carriage of government-controlled cargoes.

Sincerely,

Harold E. Shear
Maritime Administrator

The Brazilian National Superintendent of Merchant Marine, Ministry of Transportation, to the Maritime Administrator, Department of Transportation

MINISTÉRIO DOS TRANSPORTES
SUPERINTENDÊNCIA NACIONAL DA MARINHA MERCANTE

Rio de Janeiro,RJ, October 26, 1983

Honorable Admiral Harold E. Shear
Maritime Administrator
U.S. Department of Transportation
400 - 7th Street, SW
Washington, D.C. 20590

Dear Admiral Shear:

I acknowledge receipt of your letter dated October 26, 1983, concerning the renewal of the Memorandum of Consultation of March 7, 1970, and which reads as follows:

[For the text of the U.S. letter, see pp. 2407-2408.]

The Government of the Federative Republic of Brazil finds this proposal acceptable and agrees that this letter of acceptance, together with your letter, constitute an Agreement between our two Governments, extending until December 31, 1985, the arrangements set forth in those documents relating to equal access to ocean carriage of Government-controlled cargoes.

Sincerely,

JONAS CORRÊA DA COSTA SOBRINHO
National Superintendent
of Merchant Marine (SUNAMAM)

FRANCE

Scientific Cooperation: Balloon Launching and Associated Services

Memorandum of understanding signed at Washington and Paris August 26 and November 11, 1983;
Entered into force November 11, 1983.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND THE

CENTRE NATIONAL D'ETUDES SPATIALES OF FRANCE

CONCERNING THE FURNISHING OF
BALLOON LAUNCHING AND ASSOCIATED SERVICES

The National Aeronautics and Space Administration (NASA) and the Centre National d'Etudes Spatiales (CNES) set forth in this Memorandum of Understanding their general understandings: (1) as to the conditions under which NASA will furnish balloon launching and associated services for scientific investigators from France on a reimbursable basis, and (2) as to the responsibilities of NASA and CNES in connection with such launchings. At appropriate times in the future, separate launch services arrangements will be entered into by NASA and CNES, which shall express the specific terms and conditions under which NASA will furnish launching and associated services for individual launchings requested by CNES and which shall be in accord with the general understandings set forth in this Memorandum.

Article 1 - NASA Responsibilities

A. NASA will use its best efforts to carry out the following responsibilities:

1. To the maximum extent feasible, schedule the launching within the general time period requested by CNES.

2. Provide through the University Corporation for Atmospheric Research (UCAR), or a successor facilities contractor, necessary facilities and services for operations including preparation for launch, tracking, recovery, and data retrieval; administration; and engineering support as mutually agreed.

3. Conduct launch operations, including range safety, Federal Aviation Administration and International Civil Aviation Organization coordination, launch vehicles, ancillary equipment and launch crews.

4. Furnish technical consultation or additional services in support of specific or general CNES launch requirements as may be mutually agreed.

B. Where NASA deems it appropriate, these responsiblities will be carried out by UCAR or a successor facilities contractor. Reference herein to UCAR means UCAR or a successor contractor.

Article 2 - CNES Responsibilities

A. CNES will use its best efforts to carry out the following responsibilities:

1. Design, develop and test the payload(s) to be launched under this agreement.

2. Furnish information to NASA on its requirements for a particular launching or series of launchings, at least six months prior to the requested launch date. Such information will include details as to the scientific objectives, payload description, approximate launching dates, flight operations requirements and any other information requested by NASA for planning purposes.

3. Provide a flight-ready payload at the launching range, in accordance with time schedules agreed upon under the launch services arrangement.

B. CNES may designate a University or other appropriate institute in France to carry out these responsibilities. Such designation shall be made by CNES in writing as an endorsement to accompany any application for balloon flights under this Memorandum of Understanding.

Article 3 - Launch Site

A. Launchings will normally be conducted from the National Scientific Balloon Facility (NSBF) in Palestine, Texas.

B. In the case of requests for launch services from a site other than NSBF, the request should demonstrate that there is a compelling scientific reason for the flight to be launched at a remote site.

Article 4 - Financial Principles

A. Based upon the information provided by CNES pursuant to Article 2, paragraph A.2., NASA will provide an estimate of the reimbursable charges for the requested balloon launching and associated services.

B. It is understood that in the case of flights originating outside of NSBF, reimbursement will be required for the cost of transporting personnel and equipment, equipment rentals, per diem, overtime, and other out-of-pocket expenses that would not be incurred for launchings from NSBF. When more than one flight is involved at a remote location these costs will be prorated among all investigators on a per-flight basis.

C. CNES agrees to deposit at least one month prior to the requested date of the balloon flight, U.S. dollar funds in the amount of the estimated reimbursable charges in an account at NASA established for that purpose. A late payment penalty of one and one-half (1 1/2) per cent per month or portion thereof will be assessed and added to the amount of any payment not received by NASA by that date.

D. In the event the final cost of the services provided in accordance with this agreement exceeds the funds provided, CNES agrees to provide additional funds as required to meet all obligations which it has incurred within sixty days of notification of the final cost. If on termination of a balloon flight project undertaken pursuant to this agreement there is an unused balance in the account, CNES will provide to NASA instruction for the disposition of such funds.

E. It is understood that the ability of NASA and CNES to carry out their obligations is subject to their respective funding procedures.

Article 5 - Liability

A. NASA and CNES agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this agreement, neither NASA nor CNES, shall make any claim with respect to injury or death of its own or its contractors' or its subcontractors' or other users' employees or damage to its own or its contractors' or its subcontractors' or other users' property caused by activities arising out of or connected with this project, whether such injury, death or damage arises through negligence or otherwise.

B. With regard to third party liability, the following will apply:

1. UCAR has a policy for balloon operations conducted or supervised by UCAR personnel, under which UCAR, the Government of the United States and the user-institution are insured - to the extent of the policy coverage - for legal liability arising from third-party claims. Types of coverage and limits of coverage are as follows:

   a. For claims involving balloon operations, the amount of coverage is $100,000,000 excluding damage due to radioactive sources (if any) carried in the balloon payload.

   b. For claims involving UCAR-operated tracking aircraft, the amount of coverage is at least $50,000,000.

2. UCAR and the Government of the United States are insured - to the extent of the policy coverage - for legal liability arising out of claims involving UCAR-operated vehicles and general liability hazards. The limits of coverage are $500,000 bodily injury and $300,000 property damage. In addition to these limits, UCAR maintains an umbrella policy which provides $10,000,000 of additional coverage for such claims.

3. UCAR will maintain these policies with respect to all flights conducted or supervised by it pursuant to this Memorandum of Understanding, provided that if any of these policies are cancelled, terminated or otherwise expire, no flights will be undertaken under this Memorandum of Understanding until such time as said policy has been renewed or until substantially similar insurance in like amounts has been obtained.

4. Provided the procedures of paragraph 5, below, have been followed, the CNES agrees to hold UCAR and its employees and agents and the Government of the United States and its employees and agents, harmless and to indemnify them for amounts paid by them as a result of judgments rendered against them or settlements made by them with respect to third-party claims for damage to or loss of property (other than the balloon or scientific payload) or death or injury to persons arising out of activities under this Memorandum of Understanding.

However, no idemnification will be required for such amounts that are paid or payable to UCAR or the Government of the United States under the insurance cited in paragraph 1, above, or such other insurance as may be applicable.

5. In the event any claim, demand, or legal action is brought against UCAR or its employees or agents, or the Government of the United States or its employees or agents, for damages to or loss of property (other than the balloon or scientific payload) or for death or injury to persons arising out of activities under this Memorandum of Understanding, the CNES will be promptly notified. If the amount claimed exceeds or might exceed the coverage of the policies cited above, or if the claim might not be within the coverage of the policies cited above, or if the claim might not be within the coverage of any of said policies, (i) no settlements in excess of the insurance coverage or which would not be covered by any of said insurance policies will be made without the concurrence of CNES, and (ii) CNES, to the extent practical, will be allowed to participate in the defense of any legal actions.

Article 6 - Patent and Data Rights

A. NASA will not acquire, as a result of the launch and associated services provided under this Agreement, any rights to the CNES' or its scientific investigators' inventions or patents which may be used in or result from the payload, or any rights to their proprietary data. NASA considers any data derived from the payload (including data reduction and analysis) by NASA in carrying out the launch and associated services to be the property of the CNES and/or its scientific investigators, and in order to protect any intellectual property rights therein, NASA will deliver said data to the CNES or its representative, as promptly as possible following its receipt (and processing if necessary) by NASA.

B. Notwithstanding the provisions of A. above, it is to be understood that the information to be furnished to NASA under paragraph A 2. of Article 2 in order to facilitate the launching and associated services is to be provided without use and disclosure restrictions.

Article 7 - Public Information

NASA and CNES may release information covering their own portions of the project. If the participation of the other is involved, the parties shall consult prior to release of information. Disclosure or witholding of information by NASA is subject to domestic law.

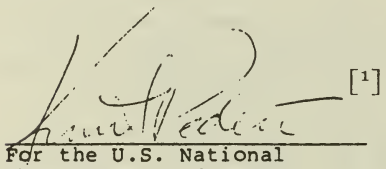
Article 8 - Amendments

Amendments to this Memorandum of Understanding shall be by written agreement.

Article 9 - Entry into Force and Termination

This agreement shall enter into force on the date of signature thereof and shall remain in force until terminated by either party. This Memorandum of Understanding may be terminated by either party upon the furnishing of thirty (30) days advance written notice to the other party.

Upon termination, CNES agrees to pay all costs incurred up to the point of termination and if termination is by CNES, the costs resulting from the termination.



[1]

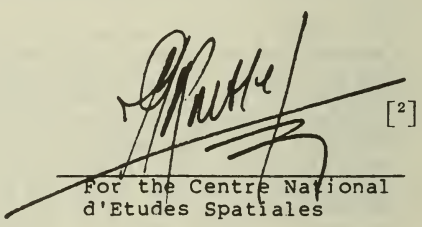
For the U.S. National Aeronautics and Space Administration

26-8-83

Date

at

WASH D.C.



[2]

For the Centre National d'Etudes Spatiales

22.11.83

Date

at

Paris

[1] Kenneth S. Pedersen.
[2] Jean-Gerard Roussel.

BELGIUM

Defense: Personnel Exchange

Memorandum of understanding signed at Brussels and Washington September 22 and November 2, 1983;
Entered into force November 2, 1983.

MEMORANDUM OF UNDERSTANDING

ON THE

EXCHANGE OF OFFICERS BETWEEN THE UNITED STATES AIR FORCE (USAF) AND THE BELGIAN AIR FORCE (BAF)

ARTICLE I - GENERAL: THE UNITED STATES AIR FORCE (USAF) AND THE BELGIAN AIR FORCE (BAF) HEREBY FORMALLY ESTABLISH AN EXCHANGE OFFICER PROGRAM FOR THE PURPOSE OF PROVIDING A SYSTEM FOR AN ACTIVE RELATIONSHIP BETWEEN THE TWO SERVICES. THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE GENERAL TERMS AND CONDITIONS WHICH WILL GOVERN THE EXCHANGE PROGRAM BY WHICH THE EXPERIENCE, PROFESSIONAL KNOWLEDGE AND DOCTRINE OF BOTH SERVICES ARE SHARED FOR MAXIMUM MUTUAL BENEFIT TO THE EXTENT PERMISSIBLE UNDER EXISTING POLICIES, LAWS, AND REGULATIONS OF THE UNITED STATES OF AMERICA AND BELGIUM. THE EXCHANGE PROGRAM OPERATES UNDER THE CONCEPT OF A ONE-FOR-ONE RECIPROCAL EXCHANGE OF FULLY QUALIFIED OFFICERS, OF EQUAL GRADES AND QUALIFICATIONS, IF POSSIBLE.

ARTICLE II - DEFINITIONS: FOR THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING, THE FOLLOWING DEFINITIONS APPLY:

(1) "EXCHANGE OFFICER" - ANY AIR FORCE OFFICER ON ACTIVE DUTY WITH THE PARENT SERVICE WHO IS PRESENT IN THE TERRITORY OF THE HOST SERVICE PURSUANT TO THIS EXCHANGE PROGRAM.

(2) "PARENT SERVICE" - THE AIR FORCE TO WHICH THE EXCHANGE OFFICER BELONGS.

(3) "HOST SERVICE" - THE AIR FORCE TO WHICH THE EXCHANGE OFFICER IS ATTACHED PURSUANT TO THIS EXCHANGE PROGRAM.

(4) "PARENT GOVERNMENT" - THE GOVERNMENT TO WHICH THE PARENT SERVICE BELONGS.

(5) "HOST GOVERNMENT" - THE GOVERNMENT TO WHICH THE HOST SERVICE BELONGS.

ARTICLE III - STATUS OF FORCES: THE AGREEMENT BETWEEN THE PARTIES TO THE NORTH ATLANTIC TREATY REGARDING THE STATUS OF THEIR FORCES, SIGNED JUNE 19, 1951,[1] IS APPLICABLE TO EXCHANGE OFFICERS.

ARTICLE IV - DUTY ASSIGNMENT:

(1) THE EXCHANGE OFFICERS WILL ATTEND SHORT COURSES OF INSTRUCTION WHEN SUCH INSTRUCTION IS PART OF THE NORMAL FAMILIARIZATION AND CHECKOUT PROCESS FOR PERSONNEL REPORTING TO A PARTICULAR DUTY STATION. TRAINING PROVIDED TO AN EXCHANGE OFFICER BY THE HOST SERVICE WILL BE STRICTLY LIMITED TO COURSES OF INSTRUCTION NECESSARY FOR THE PERFORMANCE OF THE EXCHANGE DUTY.

(2) IN NO CASE MAY EXCHANGE OFFICERS BE ASSIGNED TO A POSITION WHICH WOULD REQUIRE EXERCISE OF COMMAND OVER PERSONNEL OF THE HOST SERVICE.

(3) IN NO CASE WILL EXCHANGE OFFICERS BE ASSIGNED TO ANY UNIT OF THE HOST SERVICE PARTICIPATING IN COMBAT OPERATIONS, EXCEPT IN A NATO SCENARIO.

(4) EXCHANGE OFFICERS WILL NOT BE PLACED ON DUTY OR IN A

[1] TIAS 2846; 4 UST 1792.

POSITION IN AREAS OF POLITICAL SENSITIVITY WHERE THEIR PRESENCE WOULD JEOPARDIZE THE INTERESTS OF THEIR PARENT GOVERNMENT/ SERVICE.

ARTICLE V - SELECTION CRITERIA AND UTILIZATION: THE SELECTION OF EXCHANGE OFFICERS SHALL BE ON A HIGHLY SELECTIVE BASIS FROM AMONG THE OFFICERS IN THE PARENT SERVICE. THE PARENT SERVICE SHALL BE SOLELY RESPONSIBLE IN THE SELECTION OF ITS EXCHANGE OFFICER BASED ON THE FOLLOWING CRITERIA:

(1) OFFICERS SELECTED FOR EXCHANGE DUTY SHALL HAVE DEMONSTRATED CAPABILITIES FOR FUTURE POSITIONS OF GREATER RESPONSIBILITY.

(2) MUST BE WELL-VERSED IN THE CURRENT PRACTICES AND DOCTRINE OF THEIR SERVICE IN THE FIELD OF ASSIGNMENT.

(3) MUST POSSESS THE MINIMUM ACADEMIC QUALIFICATIONS AND EXPERIENCE FOR THE POSITIONS THEY WILL OCCUPY.

(4) MUST POSSESS THE SECURITY CLEARANCE(S) REQUIRED FOR THE POSITION.

ARTICLE VI - TOUR LENGTH: THE NORMAL TOUR OF DUTY FOR EXCHANGE OFFICERS, EXCLUSIVE OF TRAVEL TIME BETWEEN COUNTRIES, WILL BE FOR A PERIOD OF TWO YEARS. ANY TIME REQUIRED FOR A FORMAL COURSE(S) OF INSTRUCTION WILL BE IN ADDITION TO THE NORMAL TOUR. EXCEPTIONS AND/OR ADJUSTMENTS OF AN OFFICER'S TOUR WILL BE BASED ON MUTUAL AGREEMENT.

ARTICLE VII - ADMINISTRATION AND CONTROL: ADMINISTRATION AND

CONTROL OF EXCHANGE OFFICER ACTIVITIES SHALL BE AS PRESCRIBED BY THE PARENT SERVICE:

(1) USAF EXCHANGE OFFICERS ON EXCHANGE WITH THE BELGIAN AIR FORCE WILL BE UNDER THE ADMINISTRATIVE SUPERVISION OF THE CHIEF, USAF EXCHANGE PROGRAM LONDON.

(2) BELGIAN EXCHANGE OFFICERS ON DUTY WITH THE USAF WILL BE UNDER THE ADMINISTRATIVE CONTROL OF THE EMBASSY OF BELGIUM, WASHINGTON, DC.

ARTICLE VIII - DISCIPLINE:

(1) EXCHANGE OFFICERS WILL COMPLY WITH THE REGULATIONS, ORDERS, INSTRUCTIONS AND CUSTOMS OF THE HOST SERVICE INSOFAR AS THEY ARE APPLICABLE AND CONSISTENT WITH LAWS OR REGULATIONS OF THE PARENT GOVERNMENT/SERVICE.

(2) AN OFFICER WHO COMMITS AN OFFENSE AGAINST THE MILITARY LAWS OR REGULATIONS OF EITHER THE PARENT OR HOST SERVICE MAY BE WITHDRAWN FROM THE EXCHANGE PROGRAM WITH A VIEW TOWARD FURTHER ADMINISTRATIVE OR DISCIPLINARY ACTION BY THE PARENT SERVICE. NO DISCIPLINARY ACTION WILL BE INITIATED BY THE HOST SERVICE AGAINST EXCHANGE PERSONNEL.

(3) EXCHANGE OFFICERS WILL NOT EXERCISE DISCIPLINARY POWERS OVER PERSONNEL OF THE HOST SERVICE.

(4) CONSISTENT WITH PARAGRAPH (1) OF THIS ARTICLE, EXCHANGE OFFICERS ARE SUBJECT TO THE LEGAL COMMANDS OF OFFICERS OF THE HOST SERVICE WHO ARE SENIOR IN RANK TO THEM INSOFAR AS THE ORDERS

ARE RELATED TO THE EXCHANGE PROGRAM.

(5) AT THE REQUEST OF COMPETENT AUTHORITIES OF THE PARENT SERVICE, AND TO THE EXTENT PERMITTED BY ITS LAW AND REGULATIONS, THE HOST SERVICE WILL COOPERATE IN ADMINISTRATIVE OR DISCIPLINARY ACTION TAKEN BY THE PARENT SERVICE AGAINST AN EXCHANGE OFFICER.

ARTICLE IX - SECURITY: EXCHANGE OFFICERS WILL COMPLY AT ALL TIMES WITH SECURITY REGULATIONS OF THE HOST GOVERNMENT. EXCHANGE OFFICERS WILL BE ALLOWED ACCESS TO CLASSIFIED INFORMATION AS AUTHORIZED BY THE HOST COUNTRY TO THE EXTENT NECESSARY FOR THE PERFORMANCE OF THEIR DUTIES. FURTHER, EXCHANGE OFFICERS WILL RECOGNIZE AND RESPECT THE HOST COUNTRY POLICIES IN DENYING ACCESS TO CERTAIN CLASSIFIED INFORMATION.

ARTICLE X - USE OF FACILITIES: PURCHASING AND PATRONAGE PRIVILEGES AT MILITARY COMMISSARIES, EXCHANGES, THEATERS AND CLUBS SHALL BE EXTENDED TO EXCHANGE OFFICERS ON THE SAME BASIS AS EQUIVALENT PERSONNEL OF THE HOST SERVICE. THIS PARAGRAPH SHALL NOT, HOWEVER, LIMIT PRIVILEGES SET FORTH ELSEWHERE IN THIS AGREEMENT OR OTHER PRIVILEGES GRANTED BY THE HOST GOVERNMENT AT ITS DISCRETION.

ARTICLE XI - FLYING STATUS AND USE OF FLYING FACILITIES: EXCHANGE OFFICERS WHO POSSESS CURRENT AERONAUTICAL RATINGS, ARE QUALIFIED TO PERFORM IN THEIR RATED SPECIALTY, AND ARE REQUIRED BY THE HOST OR PARENT SERVICE TO FLY FOR PROFICIENCY OR TO QUALIFY FOR FLIGHT PAY WILL BE ASSIGNED TO FLYING STATUS OR

PERMITTED USE OF AVAILABLE FLYING FACILITIES ACCORDING TO HOST SERVICE REGULATIONS.

ARTICLE XII - UNIFORM: EXCHANGE OFFICERS WILL COMPLY WITH THE DRESS REGULATIONS OF THE PARENT SERVICE. THE ORDER OF DRESS FOR ANY OCCASION IS TO BE THAT WHICH MOST NEARLY CONFORMS TO THE ORDER FOR THE PARTICULAR UNIT OF THE HOST SERVICE WITH WHICH THEY ARE SERVING. CUSTOMS OF THE HOST SERVICE WILL BE OBSERVED WITH RESPECT TO WEARING OF CIVILIAN CLOTHES.

ARTICLE XIII - LEAVE AND PASSES: EXCHANGE OFFICERS MAY BE GRANTED LEAVE AND PASSES ACCORDING TO THEIR ENTITLEMENTS UNDER THE REGULATION OF THE PARENT SERVICE, PROVIDED SUCH IS APPROVED BY THE PROPER AUTHORITIES OF THE HOST SERVICE. EXCHANGE OFFICERS MAY OBSERVE THE HOLIDAY SCHEDULES OF BOTH PARENT AND HOST SERVICE GOVERNMENTS AS MUTUALLY AGREED.

ARTICLE XIV - QUARTERS AND MESSING: THE HOST SERVICE MAY PROVIDE, IF AVAILABLE, QUARTERS AND MESSING FOR THE EXCHANGE OFFICER ON THE SAME BASIS AND TO THE SAME EXTENT THAT IT PROVIDES QUARTERS AND MESSING FOR ITS OWN OFFICERS. THE EXCHANGE OFFICER IS RESPONSIBLE FOR PAYING CHARGES MADE BY THE HOST GOVERNMENT FOR QUARTERS, MESSING, AND OTHER SERVICES PROVIDED BY THE HOST GOVERNMENT.

ARTICLE XV - MEDICAL AND DENTAL SERVICES: EXCHANGE OFFICERS AND

THEIR DEPENDENTS SHALL BE GRANTED ACCESS TO MILITARY MEDICAL AND DENTAL SERVICES TO THE SAME EXTENT THAT THE HOST SERVICE PROVIDES SUCH SERVICES TO ITS OWN OFFICERS AND THEIR DEPENDENTS, SUBJECT TO REIMBURSEMENT WHEN REQUIRED BY HOST GOVERNMENT LAWS AND REGULATIONS.

ARTICLE XVI - FINANCIAL RESPONSIBILITIES: THE FOLLOWING FINANCIAL RESPONSIBILITIES APPLY TO THE USAF/BAF EXCHANGE PROGRAM:

(1) TO THE EXTENT AUTHORIZED BY ITS LAWS, RULES, REGULATIONS AND POLICIES, THE PARENT GOVERNMENT IS RESPONSIBLE DURING THE PERIOD OF THE EXCHANGE FOR THE FOLLOWING:

(A) BASIC PAY AND CASH ALLOWANCES DUE THE EXCHANGE OFFICER.

(B) ALL PERMANENT CHANGE OF STATION COSTS INCLUDING PER DIEM AND OTHER TRAVEL ALLOWANCES.

(C) TEMPORARY DUTY (TDY) COSTS INCLUDING PER DIEM AND OTHER TRAVEL ALLOWANCES OTHER THAN BASIC COST OF TRANSPORTATION WHEN TDY IS DIRECTED BY THE HOST GOVERNMENT.

(D) COMPENSATION FOR LOSS OF, OR DAMAGE TO, THE UNIFORM OR OTHER PERSONAL EQUIPMENT OF THE EXCHANGE OFFICER.

(E) COST OF MOVEMENT OF DEPENDENTS AND HOUSEHOLD EFFECTS OF EXCHANGE OFFICERS AS AUTHORIZED BY THE PARENT GOVERNMENT.

(F) COST OF SHIPMENT OF REMAINS AND FUNERAL EXPENSES IN THE EVENT OF DEATH OF THE EXCHANGE OFFICER OR DEPENDENT(S).

(G) EXPENDITURES IN CONNECTION WITH ANY SPECIAL DUTY PERFORMED ON BEHALF OF THE PARENT GOVERNMENT.

(H) EXPENSES INCURRED IN THE INTEREST OF DEPENDENTS PERMITTED TO ACCOMPANY OR JOIN THE EXCHANGE OFFICER. UNDER THE LAWS OF THE PARENT GOVERNMENT, THE EXCHANGE OFFICER MAY BE PERSONALLY RESPONSIBLE FOR SUCH EXPENSES.

(I) CHARGES FOR MEDICAL AND DENTAL CARE FURNISHED TO AN EXCHANGE OFFICER OR HIS DEPENDENTS WHICH ARE REIMBURSABLE UNDER APPLICABLE HOST COUNTRY LAWS OR REGULATIONS.

(J) COSTS OF FORMAL OR INFORMAL TRAINING AND PROFESSIONAL MILITARY EDUCATION (EXCLUDING SHORT COURSES OF BRIEF DURATION DIRECTLY RELATED TO ACQUAINTING A FULLY QUALIFIED EXCHANGE OFFICER WITH UNIQUE PROCEDURES INHERENT IN THE JOB ASSIGNMENT WITH THE HOST GOVERNMENT, SUCH AS CHECKOUT SAFETY FLIGHTS AND FAMILIARIZATION).

(K) ANY OTHER SERVICES AND EXPENSES FOR EXCHANGE PERSONNEL AND THEIR DEPENDENTS WHICH ARE NOT THE RESPONSIBILITY OF THE HOST GOVERNMENT UNDER SUBPARAGRAPH (2) OF THIS ARTICLE.

(2) TO THE EXTENT AUTHORIZED BY ITS LAWS, THE HOST GOVERNMENT IS RESPONSIBLE DURING THE EXCHANGE PERIOD FOR THE FOLLOWING:

(A) THE BASIC COST OF TRANSPORTATION WHEN TEMPORARY DUTY IS DIRECTED BY THE HOST GOVERNMENT. PER DIEM AND OTHER TRAVEL ALLOWANCES WILL BE PAID BY THE PARENT GOVERNMENT.

(B) COST OF USE OF FACILITIES TO MAINTAIN FLYING PROFICIENCY.

ARTICLE XVII - REPORTS AND EVALUATION: REPORTS WHICH EXCHANGE OFFICERS MAY BE REQUIRED TO MAKE BY THEIR OWN SERVICE OR WHICH THEY WISH TO MAKE CONCERNING THEIR EXCHANGE DUTIES WILL BE SUBMITTED AS FOLLOWS:

(1) USAF EXCHANGE OFFICERS WILL FORWARD THEIR END OF TOUR REPORTS TO THE BAF WITH AN INFORMATION COPY THROUGH THE CHIEF, USAF EXCHANGE PROGRAM, LONDON.

(2) THE BAF EXCHANGE OFFICER WILL FORWARD HIS END OF TOUR REPORT, IN ENGLISH ONLY, THROUGH ESTABLISHED USAF SERVICE CHANNELS VIA HQ USAF, INTERNATIONAL AFFAIRS DIVISION, FOR FORWARDING TO THE AIR FORCE ATTACHE, BELGIUM EMBASSY, WASHINGTON, DC, AND IN TURN TO HEADQUARTERS BAF.

(3) EXCHANGE OFFICERS WILL HAVE LETTERS OF EVALUATION RENDERED BY THEIR IMMEDIATE HOST SERVICE SUPERIOR. SUCH REPORTS WILL BE FORWARDED TO THE EXCHANGE OFFICER'S PARENT SERVICE THROUGH APPROPRIATE CHANNELS.

ARTICLE XVIII - EFFECTIVITY, REVIEW, AND TERMINATION: THIS MEMORANDUM OF UNDERSTANDING IS EFFECTIVE WHEN SIGNED BY BOTH PARTIES; IT WILL BE REVIEWED ONCE IN EVERY TWO YEARS AND MAY BE TERMINATED BY EITHER SERVICE UPON 120 DAYS WRITTEN NOTICE OF SUCH TERMINATION.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIXED THEIR SIGNATURE

THIS 22d DAY OF SEPTEMBER 1983 AT BRUSSELS.

THIS 2d DAY OF November 1983 AT Washington, DC

BELGIAN AIR FORCE	UNITED STATES AIR FORCE
DEDEURWAERDER Y.	CHARLES A. GABRIEL
LIEUTENANT GENERAL	GENERAL, USAF
CHIEF OF STAFF BAF	CHIEF OF STAFF, USAF
BY:	BY:

PHILIPPINES

Employment

Agreement effected by exchange of notes
Dated at Washington September 20 and October 19, 1983;
Entered into force October 19, 1983.

The Philippine Embassy to the Department of State

PASUGUAN NG PILIPINAS EMBASSY OF THE PHILIPPINES

WASHINGTON, D.C.

The Embassy of the Philippines presents its compliments to the Department of State and has the honor to refer to the latter's Note dated 26 January 1983[1] concerning the proposal that, on a reciprocal basis, dependents of officers and employees of diplomatic and consular missions in their two countries be authorized to be employed in each other's territory.

The Philippine Government is agreeable to this proposal subject to the following terms and conditions:

1. The dependents referred to in this agreement shall include the following:
   a. spouses;
   b. unmarried dependent children under 21 years of age; and
   c. unmarried dependent children under 25 years of age in full attendance as students at the post-secondary educational institution.
2. Employment should not include any positions which have security related implications and any positions in the government.

In the case of dependents who seek employment, an official request must be made by their respective Embassies to their respective ministries of foreign affairs. Upon verifications of the status of the person as a dependent of an employee of their respective diplomatic or consular mission, the particular Embassy concerned will be informed by the Foreign Office that the dependent has permission to accept employment.

[1]Not printed.

As to the dependents who obtain employment under this Agreement and who have immunity from the jurisdiction of the receiving country in accordance with Article 31 of the Vienna Convention on Diplomatic Relations [1] or in accordance with the Convention on the Privileges and Immunities of the United Nations, [2] or any other applicable international agreement, immunity from civil and administrative jurisdiction with respect to all matters arising out of such employment is hereby irrevocably waived by the sending state concerned. Such dependents are also liable for payment of income and social security taxes on any remuneration received as a result of employment in the receiving state.

The Embassy further proposes that if these understandings are acceptable to the Government of the United States of America, this Note and the reply concurring therein shall constitute an agreement between the two governments which shall enter into force on the date of that reply Note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate.

The Embassy of the Philippines avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

20 September 1983

[1] Done Apr. 18, 1961. TIAS 7502; 23 UST 3240.
[2] Done Feb. 13, 1946. TIAS 6900; 21 UST 1418.

The Department of State to the Philippine Embassy

The Department of State acknowledges receipt of the Embassy of the Philippines' Note dated September 20, 1983, which reads as follows:

"The Embassy of the Philippines presents its compliments to the Department of State and has the honor to refer to the latter's Note dated 26 January 1983 concerning the proposal that, on a reciprocal basis, dependents of officers and employees of diplomatic and consular missions to their two countries be authorized to be employed in each other's territory.

"The Philippine Government is agreeable to this proposal subject to the following terms and conditions:

"1. The dependents referred to in this agreement shall include the following:

a. spouses;

b. unmarried dependent children under 21 years of age; and

c. unmarried dependent children under 25 years of age in full attendance as students at the post-secondary educational institution.

"2. Employment should not include any positions which have security related implications and any positions in the government.

"In the case of dependents who seek employment, an official request must be made by their respective Embassies to their respective ministries of foreign affairs. Upon verifications of the status of the person as a dependent of an employee of their respective diplomatic or consular mission, the particular Embassy concerned will be informed by the Foreign Office that the dependent has permission to accept employment.

"As to the dependents who obtain employment under this Agreement and who have immunity from the jurisdiction of the receiving country in accordance with Article 31 of the Vienna Convention on Diplomatic Relations or in accordance with the Convention on the Privileges and Immunities of the United Nations, or any other applicable international agreement, immunity from civil and administrative jurisdiction with respect to all matters arising out of such employment is hereby irrevocably waived by the sending state concerned. Such dependents are also liable for payment of income and social security taxes on any remuneration received as a result of employment in the receiving state.

"The Embassy further proposes that if these understandings are acceptable to the Government of the United States of America, this Note and the reply concurring therein shall constitute an agreement between the two governments which shall enter into force on the date of that reply Note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate."

The Department of State also appreciates the clarifications made in the Embassy's further Note, also dated September 20, 1983, which reads as follows:

"The Embassy of the Philippines presents its compliments to the Department of State and, with reference to the Embassy's Note dated 20 September 1983 relating to the proposed agreement on reciprocal employment of spouses and children, has the honor to make the following clarifications:

"1. The citizenship of the dependent spouse and children need not be that of the sending state. However, the officer or employee concerned must be a citizen of the sending state.

"2. Casual employees are not included in the agreement."

The Government of the United States accepts the proposal of the Government of the Philippines and agrees that the Philippine Embassy's Note and the Department of State's reply shall constitute an agreement between the governments of the Philippines and the United States.

Department of State, October 19, 1983

Washington,

EGYPT

Economic Assistance: Sewerage

Agreement amending the agreement of September 30, 1978, as amended.
Signed at Cairo July 25, 1983;
Entered into force July 25, 1983.

A.I.D. Project Number 263-009]

SECOND

AMENDMENT

TO

PROJECT GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR

CAIRO SEWERAGE

Dated: July 25, 1983

Second Amendment, dated July 25, 1983 to the Grant Agreement, dated September 30, 1978 between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Cairo Sewerage.[1]

SECTION 1. The Grant Agreement, as amended on September 27, 1981,[2] is hereby further amended as follows:

Section 3.1 is amended by deleting "Ninety-nine Million One Hundred Thousand United States ('U.S.') Dollars ($99,100,000)" and by substituting "One Hundred Twenty-nine Million United States ('U.S.') Dollars ($129,000,000)".

SECTION 2. This Second Amendment shall enter into force when signed by both parties hereto.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

[1] TIAS 9556; 30 UST 6313.
[2] TIAS 10281; 33 UST 4052.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : Wagih Shindy

NAME : Dr. Wagih M. Shindy

TITLE: Minister of Investment Affairs and International Cooperation

BY : Ahmad Abdel Salam

NAME : Mr. Ahmad Abdel Salam Zaki

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY : Alfred L. Atherton, Jr.

NAME : Alfred L. Atherton, Jr.

TITLE: American Ambassador

BY : M. P. W. Stone

NAME : M. P. W. Stone

TITLE: Director, USAID/Cairo

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

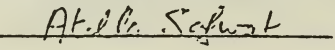
MINISTRY OF RECONSTRUCTION,
HOUSING AND LAND RECLAMATION

BY :

NAME : Eng. Hassaballah El Kafrawi

TITLE: Minister of State

ORGANIZATION FOR THE EXECUTION OF
THE GREATER CAIRO WASTEWATER PROJECT

BY : 

NAME : Eng. Atalla Safwat

TITLE: Chairman

REPUBLIC OF KOREA

Trade in Textiles and Textile Products

Agreement amending the agreement of December 1, 1982.
Effected by exchange of letters
Signed at Washington October 21 and November 4, 1983;
Entered into force November 4, 1983.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Korean Minister

United States Department of State

Washington, D.C. 20520

OCT 21 1983

Mr. Chong Sang Park
Minister
Embassy of Korea
2370 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Park:

Following consultations between our Governments as called for in paragraph 6(B) of the United States - Republic of Korea Bilateral Textile Agreement,[1] it is the understanding of my Government that:

1) the Republic of Korea has agreed to limit exports to the United States of products classified in the seven textile categories below to the limits shown:

Category	1983 Agreed Limit	
313	35,000,000	SY
315	21,359,219	SY
319	7,494,206	SY
320	34,621,852	SY
613	21,267,141	SY
631	210,000	DPR.
669 T	4,823,839	LBS.

2) the two Governments are in agreement that the 1981 agreed trade level for Category 345 was 51,777 dozen;

3) levels of trade for 1981 and 1982 for the following three categories are agreed to be:

Category	1981		1982	
436	2,074	DZ.	2,400	DZ.
438	25,000	DZ.	21,000	DZ.
659-0	7,500,000	LBS.	7,200,000	LBS.

4) the two Governments have agreed to establish new part Categories designated as 359 H and 359-0;

5) an automated visa verification system shall be initiated on January 1, 1984 and;

[1]TIAS 10611; 34 UST 4473.

6) consultations regarding coats with detachable sleeves shall continue.

I would appreciate your confirming that the above understanding is correct.

Sincerely,

Denis Lamb
Deputy Assistant Secretary for
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Korean Minister to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

November 4, 1983

Mr. Denis Lamb
Deputy Assistant Secretary for
Trade and Commercial Affairs
Bureau of Economic and Business Affairs
U.S. Department of State
Washington, D.C. 20520

Dear Mr. Lamb,

In pursuant to your letter of October 21, 1983 concerning the results of consultations reached between our two Governments, I am pleased to confirm the following understandings:

1) that the Republic of Korea has agreed to limit 1983 exports from Korea to the United States of products classified in the categories below to the limits shown:

Category	1983 Agreed Limit
313	35,000,000 SYD
315	21,359,219 SYD
319	7,494,206 SYD
320	34,621,852 SYD
613	21,267,141 SYD
631	210,000 DPR
669 T	4,823,839 LBS

2) that the trade level for Category 345 in 1981 was 51,777 dozens. It is hoped that this confirmation will result in expediting of the lifting of the embargo;

3) the levels of trade for 1981 and 1982 for the following categories are agreed to be:

Category	1981	1982
436	2,074 Dz.	2,400 Dz.
438	25,000 Dz.	21,000 Dz.
659-O	7,500,000 LBS.	7,200,000 LBS.

4) that our two governments have agreed to establish new part Categories designated as 359 H and 359-O;

5) that an automated visa verification system shall be initiated on January 1, 1984, and;

6) that consultations shall continue regarding the treatment of coats with detachable sleeves.

Sincerely Yours,

Chong S. Park

Chong Sang Park
Minister

SENEGAL

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Washington August 11, 1983;
Entered into force September 13, 1983.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF SENEGAL
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, OR GUARANTEED
BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Republic of Senegal ("Senegal") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Senegal's Debts, signed at Paris on November 29, 1982 by representatives of certain nations, including the United States, and agreed to by the representative of Senegal, hereinafter referred to as the "Minute", the United States and Senegal hereby agree to consolidate and reschedule certain Senegalese payments with respect to debts which are owed to, or guaranteed by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by three separate agreements (the "Implementing Agreements"), between Senegal and each of the following United States agencies: The Agency for International Development, the Export-Import Bank of the United States and the Department of Defense as guarantor of loans issued by the Federal Financing Bank. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering contracts between the Federal Financing Bank and Senegal.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have maturities originally falling due during the Consolidation Period and which relate to:

(a) Commercial credits extended to the Government of Senegal or covered by its guarantee, guaranteed by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.

(b) Loans from the United States or its Agencies to the Government of Senegal or covered by its guarantee, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.

2. "Debt" means the sum of principal, interest and fees with respect to the Contracts falling due during the Consolidation Period and not paid as of November 29, 1982.

3. "Consolidated Debt" means eighty-five percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining fifteen percent of the Debt.

4. "Consolidation Period" means the period from July 1, 1982 through June 30, 1983.

5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt,

until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

6. "Agency" means: the United States Agency for International Development, the Export-Import Bank of the United States or the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Senegal agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt relating to Debt which amounts to approximately $2.5 million shall be repaid in ten equal and consecutive semi-annual installments of approximately $250,000 payable on each September 30 and March 31 commencing on September 30, 1987 with the final installment payable on March 31, 1992.

(b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 7.25 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, pursuant to loan number 685-HG-001, and 0.75 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685-G-001, and 8.3 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and shall be the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period, plus one half of one percent. For Interest accruing July 1 through December 31, 1982, the annual rate shall be 14.124 percent and for Interest accruing in the first six months of 1983, the annual rate shall be 11.168 percent. For Interest accruing during the second six months of 1983 and in each subsequent six month period, the

Export-Import Bank of the United States shall notify Senegal of the appropriate rate prior to the beginning of such six month period.

(c) All interest payable with respect to the Consolidated Debt shall be payable semi-annually on March 31 and September 30 of each year commencing on March 31, 1983.

(d) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Senegal agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt which amounts to approximately $500,000 shall be repaid in four annual payments, the first two payments of 2.5 percent of the Debt, which amounts to approximately $75,000 to be made respectively on December 31, 1983 and December 31, 1984 and the following two payments of 5 percent of the Debt, which amounts to approximately $150,000 to be made respectively on December 31, 1985 and December 31, 1986.

(b) The rate of Interest on Non-consolidated debt and on any due but unpaid Interest accruing thereon shall be determined in accordance with Article III paragraph 1(b) of this Agreement.

(c) All interest payable with respect to the Non-consolidated Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1983.

(d) A table summarizing the amounts of Non-consolidated Debt owed to the United States is attached hereto as Annex C.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with the entry into force of this Agreement pursuant to this Agreement to reflect increased interest accrued and due during the Consolidation Period. It is further understood that the Government of Senegal will pay any amounts owed to the United States or its Agencies and not covered by this Agreement as soon as possible and in any case no later than March 31, 1983. It is further

understood that payments falling due during the consolidation period pursuant to AID Loan 685-G-001 shall be converted to and repaid in U.S. dollars at the exchange rate in effect at the U.S. Embassy on, August 11, 1983 that is to say, 409.10 CFA per U.S. dollar.

ARTICLE IV

GENERAL PROVISIONS

1. Senegal agrees to grant the United States, and its Agencies, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force for Debt following signature of the Agreement and receipt by Senegal of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Washington, D.C. in duplicate, this 11th day of August, in the English and French languages, each text being equally authentic.

FOR THE UNITED STATES OF AMERICA

Paul M. McGonagle
Director,
Office of Monetary Affairs

FOR THE REPUBLIC OF SENEGAL

Mamadou Toure
Minister of Finance

[1] Sept. 13, 1983.

Annex A

Contracts Subject to Rescheduling

Agency for International Development

Loan Number

685-G-001

685-HG-001

Export-Import Bank

Loan Number:

G-10-319

G-05-143

G-80-28

6325

Department of Defense

Loan Agreements dated:

FFB #1 (771) September 29, 1977

Annex B

Summary of Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	0.3
Export Import Bank	1.0
Department of Defense	1.2
Total	2.5

*Data are rounded and subject to revision per Article III, Paragraph 3.

Annex C

Summary of Non-Consolidated Debt*
(million of U.S. dollars)

Agency for International Development	0.1
Export Import Bank	0.2
Department of Defense	0.2
Total	0.5

*Data are rounded and subject to revision per Article III, Paragraph 3.

ACCORD ENTRE

LES ETATS-UNIS D'AMERIQUE

ET LA REPUBLIQUE DU SENEGAL

CONCERNANT LA CONSOLIDATION ET LE REECHELONNEMENT

DE CERTAINES DETTES DUES AU GOUVERNEMENT DES ETATS-UNIS

ET A SES INSTITUTIONS, GARANTIES OU ASSUREES PAR

LE GOUVERNEMENT DES ETATS-UNIS ET SES INSTITUTIONS

Les Etats-Unis d'Amérique (les "Etats-Unis") et la République du Sénégal (le "Sénégal") sont convenus de ce qui suit:

ARTICLE PREMIER

Application de l'Accord

1. Conformément aux recommandations figurant au Procès-verbal agréé sur la Consolidation des Dettes du Sénégal, ci-après dénommé le "Procès-verbal" et signé à Paris le 29 novembre 1982 par les représentants de certains pays, y compris les Etats-Unis, et agréé par le représentant du Sénégal, les Etats-Unis et le Sénégal conviennent par les présentes de consolider et de rééchelonner certains paiements sénégalais relatifs aux dettes contractées envers le Gouvernement des Etats-Unis ou ses institutions, ou garanties ou assurées par le Gouvernement des Etats-Unis ou ses institutions, comme prévu aux termes du présent Accord.

2. Le présent Accord sera exécuté par voie de trois accords distincts (les "Accords d'exécution") conclus entre le Sénégal et chacune des institutions américaines ci-après: l'Agence pour le Développement international, l'Export-Import Bank of the United States et le Ministère de la Défense en qualité de garant des prets consentis par la Federal Financing Bank (banque fédérale de financement). Dans son Accord d'exécution le Ministère de la Défense fera figurer les montants qu'il paiera à la Federal Financing Bank conformément aux contrats de garantie couvrant les contrats entre la Federal Financing Bank et le Sénégal.

ARTICLE II

Définitions

1. Le terme "Contrats" signifie les accords ou autres arrangements financiers dont la liste figure à l'Annexe A, dont les échéances fixées à l'origine tombent dans la période de consolidation et qui portent sur:

   a) des crédits commerciaux accordés au Gouvernement du Sénégal ou couverts par sa garantie, lesdits crédits commerciaux étant garantis par les Etats-Unis ou par leurs institutions, comportant, à l'origine, des échéances de plus d'un an étant consentis conformément à un accord conclu avant le 1er juillet 1981.

   b) des prêts consentis par les Etats-Unis ou leurs institutions au Gouvernement du Sénégal ou couverts par sa garantie, lesquels avaient, à l'origine, des échéances de plus d'un an et étaient consentis conformément à un accord conclu avant le 1er juillet 1981.

2. Le terme "Dette" signifie la somme du principal, des intérêts et des redevances liés aux Contrats arrivant à échéance pendant la période de consolidation et non encore réglés au 29 novembre 1982.

3. L'expression "Dette consolidée" se rapporte à quatre-vingt cinq pour cent du montant de la Dette en dollars des Etats-Unis. L'expression "Dette non consolidée" se rapporte au reliquat de quinze pour cent de la Dette.

4. L'expression "Période de consolidation" désigne la période du 1er juillet 1982 au 30 juin 1983 inclusivement.

5. Le terme "Intérêts" signifie les intérêts sur la Dette, dus et exigibles conformément aux conditions du présent Accord, et sur toutes les tranches de règlement dues mais non réglées des Intérêts courus sur ladite Dette. Les Intérêts commenceront à courir au taux stipulé dans le présent Accord à compter des dates respectives d'échéance stipulées dans chacun des Contrats pour chaque paiement prévu de la Dette et continueront à courir sur l'encours de la Dette, y compris toutes les tranches de remboursement de la Dette arrivée à échance mais non réglées, jusqu'à ce que lesdits soldes restant dus soient intégralement réglés. Les Intérêts commenceront également à courir au taux stipulé dans le présent Accord sur les tranches d'intérêt arrivées à échéance mais non encore réglées, aux dates d'échéance respectives desdites tranches d'intérêt, tel qu'arrêté par le présent Accord, et continueront à courir jusqu'à ce que lesdits montants soient remboursés intégralement.

6. Le terme "Institution" désigne l'Agence des Etats-Unis pour le Développement international, l'Export-Import Bank of the United States ou le Ministère de la Défense des Etats-Unis.

ARTICLE III

Modalités et conditions de paiement

1. Le Sénégal convient de rembourser la Dette consolidée en dollars des Etats-Unis conformément aux modalités et conditions suivantes:

a) La Dette consolidée afférente à la Dette, s'élevant à environ 2,5 millions de dollars, sera remboursée en dix tranches semestrielles égales et consécutives d'environ 250 000 dollars le 30 septembre et le 31 mars de chaque année, à partir du 30 septembre 1987, la dernière tranche étant exigible le 31 mars 1992.

b) Le taux d'intérêt sur la Dette consolidée et sur tous les Intérêts de ladite Dette consolidée arrivés à échéance mais non réglés sera de 7,25 pour cent par année civile sur le solde non réglé desdits paiements dus a l'Agence pour le Développement international en vertu du prêt no 685-HG-001, de 0,75 pour cent par année civile sur le solde non réglé dû à l'Agence pour le Développement international en vertu du prêt no 685-G-001 et de 8,3 pour cent par année civile sur le solde non réglé desdits paiements dus au Ministère de la Défense ou garantis par lui. En ce qui concerne l'Export-Import Bank of the United States le taux d'intérêt sur la Dette consolidée et sur tous les intérêts dus mais non réglés de ladite Dette

consolidée sera fixé semestriellement et sera égal au coût marginal de l'argent imputable à la Banque, tel que déterminé par la Banque préalablement au commencement de chaque période de six mois, plus un demi pour cent. Du 1er juillet au 31 décembre 1982 inclusivement, le taux annuel sera de 14,124 pour cent. Pour les intérêts courant dans les premiers six mois de 1983, le taux annuel sera de 11,168 pour cent. Pour les intérêts courant dans les derniers six mois de 1983 et dans chaque période ultérieure de six mois, l'Export-Import Bank of the United States devra informer le Sénégal du taux approprié préalablement au commencement de ladite période de six mois.

c) Tous les intérêts payables en ce qui concerne la Dette consolidée seront payables semestriellement le 31 mars et le 30 septembre de chaque année à partir du 31 mars 1983.

d) Un tableau récapitulatif des montants de la Dette consolidée due aux Etats-Unis et à leurs institutions figure à l'Annexe B aux présentes.

2. Le Sénégal accepte de régler la Dette non consolidée en dollars des Etats-Unis conformément aux modalités et conditions suivantes:

a) La Dette non consolidée s'élevant à environ 500 000 dollars sera remboursée en quatre paiements annuels, les deux premiers paiements de 2,5 pour cent de la dette, soit environ 75 000 dollars, devant être faits respectivement le 31 décembre 1983 et le 31 décembre 1984

et les paiements suivants de 5 pour cent de la dette, soit environ 150 000 dollars, étant faits respectivement le 31 décembre 1985 et le 31 décembre 1986.

b) Le taux d'intérêt sur la Dette non consolidée et sur tous les intérêts de ladite Dette non consolidée arrivés à échéance mais non réglés, sera déterminé conformément au paragraphe 1b), Article III, du présent Accord.

c) Tous les intérêts payables en ce qui concerne la Dette non consolidée seront payables semestriellement le 30 juin et le 31 décembre de chaque année à partir du 30 juin 1983.

d) Un tableau récapitulatif des montants de la Dette non consolidée due aux Etats-Unis figure à l'Annexe C aux présentes.

3. Il est entendu que des ajustements peuvent être apportés, le cas échéant, aux montants de la Dette consolidée et de la Dette non consolidée, par les Accords d'exécution. Ceci peut, en partie, tenir compte des prêts relatifs à la Dette pendant la Période de consolidation. Les ajustements devront être apportés aux remboursements prévus à partir de l'entrée en vigueur du présent Accord conformément au présent Accord pour traduire les intérêts accrus, courus et dus, pendant la Période de consolidation. Il est, de plus, entendu que le Gouvernement du Sénégal réglera tous montants dus aux Etats-Unis ou à leurs institutions et non couverts par le présent Accord, dans les plus brefs délais possibles et

en tout état de cause le 31 mars 1983 au plus tard. En outre, il est entendu que les paiements arrivant à échéance durant la période de consolidation en vertu du prêt AID 685-G-001 seront convertis et effectués en dollars des Etats-Unis au taux de change appliqué à l'ambassade des Etats-Unis le 11 août 1983 à savoir 409.10 CFA par dollar des Etats-Unis.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Sénégal convient d'accorder aux Etats-Unis et à leurs institutions, ainsi qu'à tout autre créancier qui est partie à un Contrat, un traitement et des conditions non moins favorables que ceux qui seraient accordés à tout autre pays créancier ou à ses organismes pour le rééchelonnement ou le refinancement des dettes couvertes par le Procès-verbal.
2. Sauf dans la mesure où elles peuvent être modifiées par le présent Accord ou par les Accords d'exécution ultérieurs, toutes les conditions des Contrats demeurent inchangées.

ARTICLE V

Entrée en vigueur

1. Le présent Accord entrera en vigueur en ce qui concerne la Dette dès signature de l'Accord et dès réception par le Sénégal d'une notification écrite du Gouvernement des Etats-Unis l'avisant que toutes les conditions nationales d'ordre juridique requises pour l'entrée en vigueur du présent Accord ont été remplies.

Fait à Washington, D.C. en double exemplaire, et onzieme jour d' août, en anglais et en français, chaque texte faisant également foi.

POUR LES ETATS-UNIS D'AMERIQUE

Paul M. McGonagle
Director,
Office of Monetary Affairs

POUR LA REPUBLIQUE DU SENEGAL

Mamadon Toure
Minister of Finance

Annexe A

Contrats sujets à rééchelonnement

Agence pour le Développement international

Numéros des prêts

685-G-001
685-HG-001

Export-Import Bank

Numéros des prêts:

G-10-319
G-05-143
G-80-28
6325

Ministère de la Défense

Accords de prêt:

FFB 1 (771) en date du 29 septembre 1977

Annexe B

Récapitulatif de la Dette consolidée*
(en millions de dollars des Etats-Unis)

Agence pour le Développement international	0,3
Export-Import Bank	1
Ministère de la Défense	1,2
Total	2,5

*Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 3 de l'Article III.

Annexe C

Récapitulatif de la Dette non consolidée*
(en millions de dollars des Etats-Unis)

Agence pour le Développement international	0,1
Export-Import Bank	0,2
Ministère de la Défense	0,2
Total	0,5

*Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 3 de l'Article III.

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